pt IV

1948-50 ~~2470~~ File No. 9194/36

Public Works DEPARTMENT

(2)BRANCH (II)

Subject:— Ghataprabha Left Bank Canal

Construction of —

from miles 1 to 44

BCKD 1450

File No. 9194/36-IV

Std. Serial. Slip 24-B

2004—5,00,000—9-52—K2*
G.R., G.D., No. 2408, dated 22-6-22.]

Std. Sectt. 76 e.

Correspondence

DOCKET SHEET

Subject :—

File No. _____

_____ DEPT.

_____ BRANCH.

References :—

ate.	To whom sent.	Notes and instructions.

Ghataprabha Left Bank Canal Construction - Comparative statement of rates of earth work.

Item	Estimated rates	Old Schedule	New lowest quotation for		Our present scheduled rates.	Remarks
	Rs. As.	Rs. As.	Work in Mile No. 13	Work in Mile No. 30	Rs. As.	
			Rs. As. Per	Rs. As. Per		
2	3	4	5	6	7	
Soil: Excavation in ordinary brown and black soil including lift upto 5 feet and lead upto 200 feet etc. Complete including utilising the stuff for bank or as directed.	1 - 8	2 - 8	4 -- 0 cft 100	2 --- 8 cft 100		
Excavation in chopan soil including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff for bank or as directed.	1 - 8	2 - 8	5 -- 0 -do-	2 ---12 -do-		
Soft Murum: Excavation in soft murum including lift upto 5 feet and lead upto 200 feet etc., complete including						

for bank or as directed	2 - 0		3 - 0		5 — 8	-do-	3 — 0	-do-	
• Hard Murum Excavation in hard murum including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff for bank or as directed	3 - 0		4 - 8		6 — 8	-do-	4 — 4	-do-	
• Hard Murum & boulders. Excavation in hard murum and Boulders including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff for bank or as directed.	4 - 0		6 - 0		8 — 0	-do-	-		
Soft rock Excavation in soft rock including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff as directed.	6 - 0		10 - 0		12 — 0	-do-	10 — 0	-do-	
Hard rock - 0'-6 Excavation in hard rock including lift upto 5 feet and lead upto 200 feet, etc.complete including utilising the stuff as directed	27 - 0		20 - 0		22 — 0	-do-	17 — 8	-do-	18 - 0

Hard rock - 5' - 10'						
Hard Excavation in hard rock including lift from 5 to 10 ft.	29 - 0	22 - 0	13 — 8	-do-	19 — 8	-do- 20 - 0
-do- 10' - 15'	31 - 0	25 - 0				22 - 0
-do- 15' - 20'	33 - 0	30 - 0				24 - 0
-do- below 20'	35 - 0	45 - 0				
Lift other than rock 5 to 10 feet (excluding excavation)	0 - 7½	0 - 8	5 —0	-do-	0 — 8	-do-
-do- 10' - 20'	0 - 10	1 - 0	-		-	
-do- below 20'	0 - 14	1 - 8	-		-	
Consolidation of Core in partial Bank	1 - 4	Departmental	-		-	
Embankment						
Extra Bank work in partial bank including lead upto 200' to be obtained from borrow pits.	2 - 4	3 - 0 (without consolidation)	5 — 8	-do-	5 — 0	4 - 0
Full Bank work below 10'	4 - 0	4 - 0 (without solid consolidation)	4 — 8	-do-	6 — 0	-do- 5 - 4 cft 100
Full Bank work including lead upto 200' and necessary lift (canal lead level upto 10 ft.						

above ground level Material to be obtained from borrow pits.						
Full Bank More than 10 feet.	5 - 8	4 - 12	-	-	6 - 0	-do-
Dressing	0 - 6	0 - 8	-	0 --12	-do-	-
Extra Item						
Lead for every additional Rates proposed						
Lead from 200 feet to 330 feet	-	-	4 -- 8	1 -- 8	0 - 8	-do-
Lead for 330 feet to 660 feet.					0 -12	-do-

16/8

Superintending Engineer,
Karnatak Irrigation Circle.

Certain important features of the Tungabhadra Project being constructed by Government of Madras.

---o---

1) Major portion of work being done departmentally both for the foundations of Dam and construction of Canal. - The population of Departmental labour is about 10,000.

2) All labour is supplied ration by Government at 12 oz per head per day of rice and 4 oz. of Jowar. This is nearly double the quota to outsiders. Even the dependents of -- labourers are also supplied ration but at normal quota along with that of labourers. Grain is supplied at labour camps.

3) Reduction in rates of work due to work being done by departmental labour as compared with contractors rate is -- 25 to 50 per cent (verbal information by the Superintending Engineer and Executive Engineer).

4) Labour is imported by both measures --

i) through the labour ~~xx~~ welfare and recruiting officer appointed by Government and
ii) by labour importing contractors.

5) Labour camps constructed by Government and huts - given rent-free to all labourers.

6) Water supply, electricity, public health requisites, viz. medical aid, cleaning of the labour camps and such other items attended to by Government without any charge to the - labourers.

7) All staff living on works supplied quarters free of rent. This includes both gazetted and non-gazetted officers ~~xxxx~~ right up to the Superintending Engineer. In addition, water supply and electricity are given free. Till these -- amenities were provided, 30% allowance over pays to non-gazetted and 10% to Gazetted officers was paid. Amenities also include radio with loud-speakers all over the colony.

8) Petrol is supplied to works in bulk, the Executive Engineer having a 'B' coupon to cover the total quantity -- required for three months. This coupon is received a few days before the quarter actually begins and against these coupons the Executive Engineer issues smaller coupons for actual -- requirements of the machines or wagons from day to day.

9) The organisation of projects and irrigation schemes in the Madras presidency has a separate Chief Engineer for such schemes only; in addition to the normal Chief Engineers (2) for ordinary maintenance of roads and buildings and -- management of irrigation.

The Tungabhadra Project alone has got the following - staff :-

Two Superintending Engineers - 1 for the Dam and 1 for the Right Bank Canal. The total work amounts to about 10 crore to be constructed in about 3 to 4 years. In addition there is a Special Superintending Engineer in charge of machinery - alone; in addition to the work of Tungabhadra, he also supervises the machinery at Rampadsagar Dam which however is only in the investigation stage and hence does not involve actual working of machines.

For the Dam alone (estimated cost of 5 crores to be constructed in three years) there is one Superintending - Engineer and 3 Executive Engineers (2 for construction and 1 for machinery).

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P.T.O.

For the canals (estimated to cost another 5 crores roughly) there is one Superintending Engineer and 4 Executive Engineers.

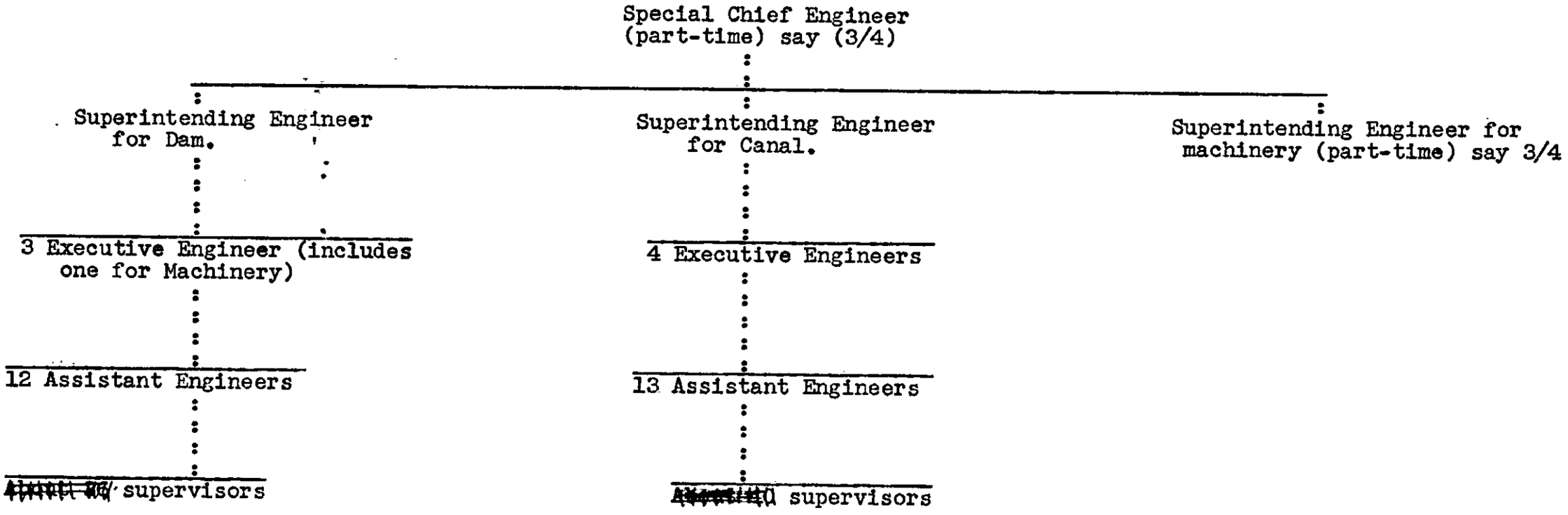
In addition to these, they have got a labour Welfare Officer of the rank of a District Deputy Collector with the result that the Engineering staff are free from -- correspondence about collecting labour, their ration, their transport and such other matters. The Health Organisation is also large, there being one District Health Officer provided with a van and four Medical Officers also with a travelling mobile dispensary including the usual lower staff of compounders, nurses etc.

The accompanying chart shows the staff for the Tungabhadra Project (on Madras side only).

Superintending Engineer,
Special Investigation Circle.

RGY/17.11
Compd.by:

TUNGABHADRA PROJECT.



Superintending Engineer,
Special Investigation Circle.

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17.11

LETTER.

No. G-62

Office of the Superintending Engineer,
Special Investigation Circle,
Dharwar, 19th November 1948.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Certain important features of the Tungabhadra Project of Madras Government now under construction.

Please find attached a list of certain important items, regarding the construction of the Tungabhadra Project, which deserve the notice of Bombay Government.

2. I particularly wish to bring to your notice the following ~~important~~ features which were observed by me and Mr.P.R.Joshi, Executive Engineer, Ghataprabha Left Bank Canal Dn., Dhupdal, during our recent visit to Tungabhadra Project :-

1) Work is being done on a very large scale with departmental labour. The labourers are given free transport, free hutting, water supply, lights and medical aid. They are given ration at 16 ounces per head per day supplied at their huts.

2) That work done through ~~this~~ departmental agency is found cheaper than rates quoted by contractors by 25 to 50 per cent.

3) That the Government staff right from peons to the highest gazetted officer on the spot (the Superintending Engineer) are given rent free quarters and free water supply and electric power. Alternatively, till the above could be done, they were given 30 per cent extra allowance (over pays) in the case of non-gazetted and 10 per cent in the case of gazetted officers.

4) The total work to be done by the Madras Government is estimated at 10 crores consisting of 5 crores for Dam and 5 to 6 crores for canals. The period of construction is three years. I find that the total cost of the Gazetted establishment employed is just about 1 per cent consisting of the following :

3/4 Chief Engineer (Part-time).		Rs.2,000
3 Superintending Engineers	...	Rs.5,000
7 Executive Engineers...	...	Rs.7,000
25 Assistant Engineers...	...	" 10,000
Total per month		Rs. 24,000
Add Dearness allowance and other allowances, say.		" 6,000
		Rs. 30,000

30,000 for a period of three years = 30,000 x 36 ... Rs.10,80,000

which is just a little over 1 per cent over the estimated cost of 10 crores.

P.T.O.

3. If good progress is to be achieved on our schemes like Ghataprabha, our Government will have to allow some similar procedure in this Province. But for that, not only will progress be slow but the works will be costly.

4. The fact that rates quoted by contractors are 50 per cent more than those at which work can be done by departmental labour is important.

5. A very strong point in employing departmental labour, as explained by the officers (Superintending Engineer and Executive Engineers) in charge of Tungabhadra is the fact that even if departmental labour is not cheap, the money spent will go directly to labourers, instead of to ~~profiteering~~ profiteering contractors. This deserves to be brought to the notice of the Labour Ministry of the Government of Bombay

6. I also visited the Hyderabad side and found that exactly a similar procedure was being followed except for the fact that due to the recent political situation (which has now ended), their arrangements were upset due to disturbances by Razakars and that they were trying to find officers for the works and induce labour to return to works.

7

Superintending Engineer,
Special Investigation Circle.

D.A:- One Note
one chart

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RGY/17.11
Compd. by:

P. W. D. 9194/3
F. No. 340/136
Serial No. 64811

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Superintending Engineer,
Special Investigation Circle.

RGY/17.11
Compd.by: R 17.11

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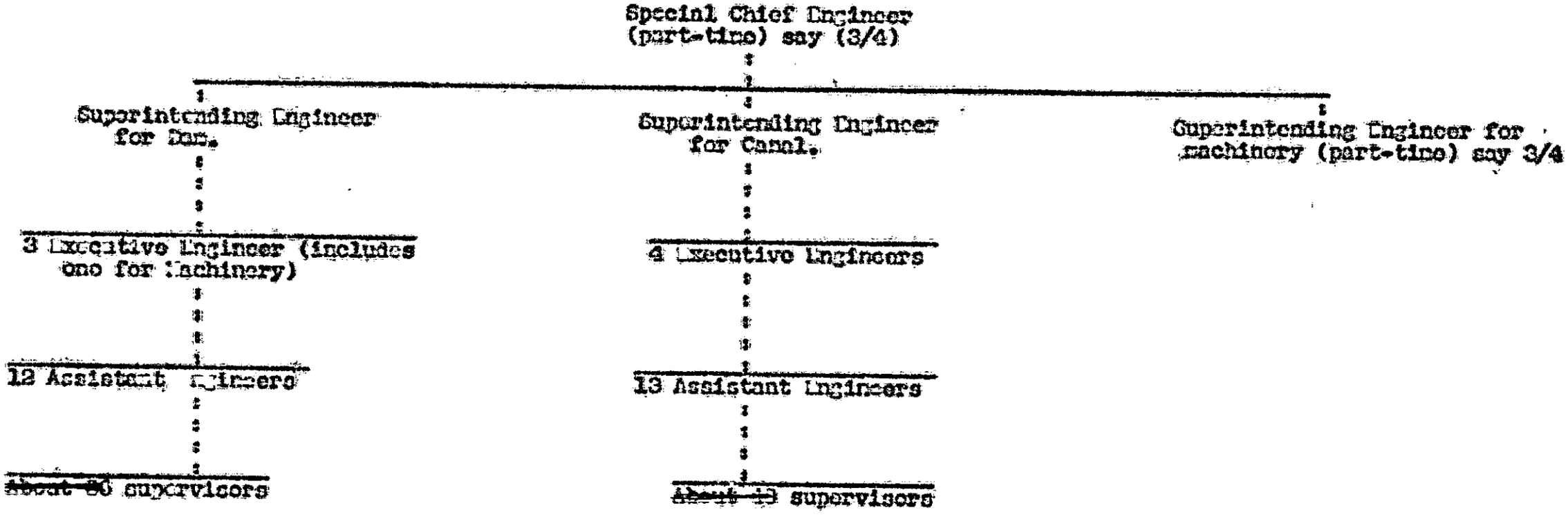

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One chart

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RGY/17.11
Compd. by: 17.11

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P.W.D.

I.B.(CE)

Submitted.

2. The S.E., S.I.C. has submitted a note (pp 1-3) containing the important features of the Tungabhadra Project which being constructed by the Govt. of Madras. He suggests that we should also follow similar procedure on our like schemes Ghataprabha if good progress is to be achieved on them. It is for consideration whether the S.E's. suggestion may be accepted.

3. As regards the work of construction of first 44 miles of the Ghataprabha Left Bank Canal Scheme it may be stated that the question of according administrative appl to it is still under consideration. However, to make a beginning on this scheme, the SE. has been authorised to incur expenditure on the items like purchase of machinery and construction of buildings reqd. in connection with the scheme.

Thro. D.E.(I).

B.D.M.
27/11/48

4) The period of construction of the Tungabhadra Project given as 3 years in para 2 (4) of the SE's letter is probably a mistake. The ex-CE PWD (Mr. Kale) visited the dam site in Dec. 1946, when work was already started & the full complement of staff SE thro EE's was appointed some 8 to 9 months prior to that date. The Construction on that Project would be complete in 3 years by Merest 49 & it might probably take 3 years or more for completing the Project.

DS

The detailing of such big officers as CE & SE exclusively for a project is bound to result in expenditure construction, as day to day difficulties

difficulties could be solved then & there on the spot and their daily supervision would ensure good & speedy work.

Re the departmental carrying out works :- The works of excavation of dam foundation & of rock cutting in Certain Canal units were being carried out by ~~piecework~~ piecework or on rate lists. If labour in large numbers could be secured and sufficient staff provided for supervision, it would be ideal & cheaper to do works departmentally. Probably then contractors who now make impossible stipulations, conditions etc in their tenders, & threaten Govt with legal actions during the work or even after completion, would ~~be~~ be more reasonable in their ~~to that extent~~ quotations.

The SE may be asked to make definite recommendation to Govt viz-a-viz the execution of the G.L.B Canal, on any point or points he considers necessary would be in the interest of rapid & economical construction.

Rly 2/12 Of SE make concrete suggestions for carrying out D: work at rates which would be 50% of contractors rate (which in the case of the L.B.C. should not exceed exceed the estimates by about 50%.) Govt would then be pleased to accede to the ~~proposals~~ arrangement that may be finally arrived. It would be interesting to know the overall working rates.

The establishment charges seem unremarkably low, (1%). The exp: to visit an average XEN is probably Rs 50 Rs 50 Rs - year & an SDO of about 15 Rs a year.

Perhaps the Offrs of this department who will be shortly visiting the work again in Dec-Jan would get the details of the actual working rates & progress made since commencement. XEN L.B.C who is included in the tour would also be asked to report on these & similar points

(1) By discussing this with me when/where 4/12

The SE. should propose such agencies for execution of work as he thinks best to ensure rapid execution of the Project. Govt. desires that the work should be completed as early as possible & certainly within 3 years if possible.

A Combination of all methods, Contractors, Departmental, piecework will be found to be more suitable than any one method.

The question of rations to labour is a very important point & on its satisfactory solution will depend the rapid progress of work. Housing, wells will all be necessary & will have to be provided for.

In the cost of establishment, the office staff has not included.

MRG
27/12/48.

Supt.
28/12

G H A T A P R A B H A C A N A L S.

Arrangements regarding work.

1. Overseers and Subordinates:

(a) A very strong case has already been made and report submitted to Government suggesting the transfer of five to six subordinates from ~~each~~ 3 Circles. This needs to be done immediately.

(b) Particularly, I would demand staff from Deccan Irrigation Circle where work of irrigation ~~direction~~ management should be handed over to Senior Canal Inspectors and Overseers relieved of that work and particularly those experienced in the construction of Nira Right and Nira Left Bank Canals or the older Pravra and Godavari canals transferred to Special Investigation Circle for construction and preparation of Plans and Estimates.

(c) Separate cadre for Special Investigation Circle is essential.

Combined cadre with ~~Bmyk~~ Southern Circle does not help. It causes correspondence and worries instead.

I have no objection to transfer of permanent hands from Southern Circle, Deccan Irrigation Circle and Central Circle, with the incumbents having lien on their original Circle.

2. Agency and Staff:

Having decided to start the work immediately so as to finish it in three years, the following lines are suggested:-

i) 50 per cent of the work should be given to contractors of repute by negotiations;

ii) Before giving the work on contract they should be able to satisfy that they have the necessary mechanical staff for using compressors, drills and other earth-moving machinery and that they actually have these machines in their possession.

iii) 25 % of the work should be done departmentally. We may reserve the distribution of the remaining 25 % to such agency as we may find most convenient and suitable in due course (say about 6 months).

iv) Masonry works within a given zone should as far as possible be given to the very contractors who are doing the main construction i.e., excavation of rock etc.

v) Of the 50 % to be done by contracts by negotiations, 25 % consisting of deep cuts should be given immediately to only such firms as are in actual possession of the necessary machinery and are fully equipped regarding the crew working the machinery.

N.B:- The running of the machinery by these people will in fact serve as a training centre for the departmental crew and smaller contractors.

vi) Government should allow me to open a class for training of suboverseers and the mechanical crew by giving them stipends and getting bonds as in the case of College of Engineering, Poona. The class should not aim at making them fullfledged engineers (-- the main mistake committed in the Sub-overseers' class in the College of Engineering, Poona --) but should instead train them only in that branch in which they will be expected to work viz., one or two of the following:-

(1).....

(1) Surveying and planning

(2) Preparation of working plans and statements required;

(3) Lining out of canals and distributaries etc.;

(4) Supervising earth-work, masonry works etc. and taking measurements;

(5) Mechanized section in field;

(6) Mechanized section --workshop and repairs.

(7) Mechanized section -- upkeep and maintenance.

vii) Immediate sanction to special Mechanical Sub-Divisions ~~xxxxxxx~~ with an experienced officer in the machines workshop and general upkeep. He will also look to Calyx Core and such other work for foundations of Dams.

Note:- Actually from my ~~experience of~~ direction of work of Tungabhadra Dam, what we need is an Executive Engineer for mechanical side with a fully equipped workshop and machines of our own with one Sub-Divisional Officer mentioned at item (vii). This will be essential if we want the work to be finished in three years and will be necessary even if the work is given to large and established firms; for, we will need him for the selection of the machines, training of staff and even the 25 per cent work to be done departmentally which I strongly advise. After all I should not like to be dependent upon contractors entirely, we should be prepared for the possible failure of

The first three miles consist of widening of the existing canal and the work is very close to the Dhupdal Weir. It is not advisable to give it on contract. The next 4 or 5 miles consist of work which ~~xxxxxx~~ has been done before

and which too, therefore, should be done departmentally only. I also consider that we should start quarrying and blasting of stone required for ~~machinery~~ masonry works immediately and that too departmentally. This is suggested as contractors have to waste time in correspondence with the Revenue and the Police Officials to get permission for quarrying for blasting powder and such other matters.

viii) I also suggest the appointment of a Special Senior Deputy Collector or a Junior I.C.S. as Labour Welfare Officer whose duties should be to import labour and to see their welfare in general as in Tungabhadra.

ix) A special Health Officer is also essential on the same lines as at Tungabhadra.

N.B:- Both these items are strongly advised as then alone can we set an example to the contractors as to the standard upto which they are expected to keep their labourers ~~contented~~ provided & looked after.

x) We have already written for a Land Acquisition officer but no orders are received though it is now ~~xxxxxxx~~ over 2 months.

3. Purchase of Machinery:-

We should purchase immediately as much rock-blasting machinery required by us as can be on hand and available in soft currency in Bombay and if possible outside Bombay. Also a sufficiently large number of earth-moving machinery.

Even in case we later on decide to give the other portions of the work to contractors' firms we could either sell the machinery to them or rent it out along with our crew to smaller contractors offering reasonable

rates, if we find large contractors demand very high rates; but any shirking or delaying in the purchase ~~of~~ on one plea or another will be detrimental both ~~as regards~~ to the progress and also the rates of work etc. After all, the construction of Ajra and Hadalga and the tail portion of Ghataprabha Left Bank Canal is a work huge in itself, and where all machinery is sure to be required.

Summary:

1) Administrative approval immediately
2) Negotiation Contracts
3) Zonal System
4) Purchase of machinery -- Soft currency
5) Labour Officer, Health Officers, General camp.
6) Land Acquisition Officer
7) Transfer of staff from D.L.C. S.C & C.C.

} Construction of the first 44 miles of Ghataprabha Left Bank Canal in a period of 3 years.

---o---

BR/24-12.
Compd.by:

Date- 25-Jan-1948.

Superintending Engineer,
Special Investigation Circle,
Dharwar.

Subject: Construction of Ghataprabha Left Bank Canal in a period of three years.

U.O.R.

Dear Mr.Gurjar,

In our recent discussions at Bombay in the office of the Hon'ble Minister, P.W.D. and when Hon'ble Minister, Agriculture and Hon'ble Minister, Finance were present, it was expressed that we should programme to construct the first 44 miles of Ghataprabha Left Bank Canal in a period of three years.

2. I had discussed this with you before hand and represented our requirements to the Hon'ble Ministers as under:-

(1) That administrative approval to the project should be accorded immediately;

(2) that full quantity of machinery required should be allowed to be purchased; that machinery available in soft currency in Bombay should be purchased without delay;

& (3) that work should be given out on contracts by negotiations and by zonal system.

3. The points were agreed to generally by the Hon'ble Minister, Finance on a request by the Hon'ble Minister, P.W.D. Orders may now be issued early.

4. I also requested you regarding the othe arrangements as under:-

Note on this quickly.

27/12

(1) That about 25 per cent of the work should be done departmentally, particularly the work near the existing weir and the portion of canal which was ~~half~~ half done and also distributaries ~~and~~ outlets ~~and also~~ as well as labour camp buildings etc.

(2) That 50 per cent of work should be given ~~on~~ contract and that the deeper cuts should be given out immediately ~~causing~~ covering about 25 per cent work. | A

(3) That labour welfare officer (Deputy Collector) Health Officers and Land Acquisition Officer should be appointed by Government;

(4) That arrangements for full cadre of subordinate (Technical) staff should be made by transfers from -

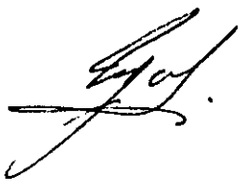
(a) Southern Circle)
(b) Deccan Irrigation Circle)) mainly
& (c) other Circles like Central ~~partly~~ partly

I request your general approval to this. Regarding the last, I find that Govt. have addressed a letter to Southern Circle only. This will not suffice; in fact I request that ~~think~~ transfer orders should be issued by Government from the 3 circles. A common ~~and not a com-~~ mon cadre (for Southern Circle & Karnatak Irrigation Circle) will not suit as D.I.C. will also have to contribute ~~is what is needed. The latter causes long correspondence and delay~~ a quota.

4. I therefore request approval to transfers from the Circles, i.e., S.C. & D.I.C.(the latter by substituting canal inspectors for B.E. and D.C.E.officers) mainly and Central Circle partly. But for this, it is impossible to be able to get the staff needed and have a smooth working. S.C. can not be by itself so much.

Notes drawn out by ~~me~~ and ~~discussions~~ discussed at Bombay accompany.

Yours sincerely,



BR/24-12.

Compd.by:

9(11) 28/12

P. ... D.
File No. 9194/36
Serial No. 72275

9194/36
72275

P. W. D.

I.B.(II)

Resubmitted together with serial No.72275 with ref. to the orders ~~issued~~ passed at p. 15 ante. p. 26

2. S.No.72275.- In con. with the execution of the first 44 miles of the Ghataprabha Left Bank Canal, the S.E., Karnatak Irrign. Circle, has made the following suggestions so as to complete the work within a period of three years:-

(i) The administrative approval to the project should be accorded immediately.

(ii) Full quantity of machinery required shd. be allowed to be purchased and that available in soft currency in Bombay should be purchased without delay.

(iii) The work should be given out on contracts by negotiations and by zonal system.

(iv) The Labour Officer (Deputy Collector), Health Officers and Land Acquisition Officer should be appointed by Govt.

(v) Full cadre of subordinate (Technical) staff should be made available by transfers mainly from the Southern and D.I.Circles and partly from other Circles like the C.C.

Suggestion (i).- The question of according administrative approval to the work of Ghataprabha L.B.Canal Scheme is already under the consideration of Govt.; the papers containing the proposal to accord admve. approval have been recd. back from the H.P. with a query & they are being resubmitted to him again. In view of this, no further action is considered necy. on this suggestion on these papers.

Suggestion (iii).- The S.E. suggests that 50% of the work should be given to contractors of repute by negotiations and that the half of this work (25%) consisting of deep cuts should be given immediately to only such firms as are in actual possession of the necy. machinery and are fully equipped re: the crew working the

machinery....

machinery. Of the remaining 50% of the work, 25% thereof should be done departmentally and the remaining 25% thereof to such agency as we may find most convenient and suitable in due course (say about 6 months).

The points now for consideration are:-

(a) whether the work in question should be done both departmentally and by contractors and if it is to be done by both, what percentage of the work shd. be done by each agency; and

(b) whether the work should be given on contract on negotiated tender or by open tender.

As the work costs more than Rs.5 crores, it is, perhaps, not advisable to give it on negotiated tender. This is, however, for orders.

Suggestion (iv).- The question of appointing Land Acquisition Officer for the Ghataprabha L.B. Canal Scheme is already under the consideration of Govt. in the Rev.Deptt. That Deptt. is being asked separately to state how this matter now stands.

As regards the appointment of a Labour Officer and Health Officer, the S.E., K.I.C., may, if approved, be asked to submit proposals to the Labour and Health and Local Govt.Deptts. respectively, in the matter, through the Commr. S.D.

3. In view of the suggestions now received from the S.E., K.I.C., it is considered not necy. to address the S.E. as per orders passed at p. 15 ante.

Thro: Con.B.,E.B.(I) & (II) & D.E.(I)

BGP 30/12/48

Cmsn.

4. The S.E. K.I.C.'s proposals of purchasing machinery are being approved as and when received on their merits.

P.T.O

13-1-49

×In file No 9809/36 not put P

⊗ See 2 in page 3 ante

△ See also Govt 1,2(vi)(vii) 17-19 ante

PRO 14-1-49.

WA 31/1/49

2
GJP.
30/12/48

DS.

Secy.(Irrign)

9194/
72275.

P. W. D

E-B(II).

5. In regard to transfer of overseers from other circles the S.E., K.I.C has been informed in C.L No 9928/36-E(II)* dated the 7-1-49 that the question will be taken up as soon as new S.Es have taken charge of their Circles & reviewed their position of overseers in their circles.

* hibe be put up s/ reg.

6. The question of having a separate cadre for the K.I.C. under different categories was discussed in detail in x file No 9957/36 & in C.L.No 9957/36-E(II). dated the 16-12-48, the SE. was informed that men holding permt posts in the S.C. shd be distributed between the two circles (K.I.C & S.C) approximately in proportion of total posts of different grades in the two circles. It was also decided not to have a seperate cadre for the K.I.C. In view of this no action is necy on item (1) at p. 17 ante.

x

S.O.
18-1-49
18/1.

As remarked by the Secy (I) on p 15 ante, a combination of all methods, viz Contractors, departmental and piece workers, will be found to be more suitable than any one method, to complete the work as

Secy (I).

early as possible. The S.E. K.I.C's proposal to carry out about 25 percent of the work departmentally may therefore be approved. His proposal to give out big work on contract and by Jamal system may also be approved, (in consultation with the F.D.) subject to the condition that selected questions would be invited from reliable & resourceful contractors, before fixing up the particular contractor finally. The Agencies for carrying out the work of deeper cuts (covering about 25% of the work) may then be fixed immediately by the S.E (vide portion A on page 24)

As regards the appointment of the Labour Welfare officer (whose duties would be to inspect labour and to see their welfare in general), the S.E. K.I.C. may be asked to put up proposals for appointing a suitable person, to avoid delay he may write to the H & L.W.D. for the appointment of a Health Officer.

4/9/1/49

The proposal at A above has been made only with a view of expediting the completion of the work within three to four years. On such works some machinery is needed and contractors who have no such machinery in their possession will not be able to complete the works in time. The work involves deep rock-cutting of

Secy (P).
U.O. to F.D.

A | In these cases, it is recommended that instead of wasting time on calling for public tenders, quotations from a few selected contractors be invited, as was being done during war time, as a special case in view of the urgent necessity of producing more food.

19.1.49.

× with P.W.D. file No. 2545/36 part II

× Secy F.D. 20/1/49.

Dte. A 20/1

What condition, if any, was attached to the procedure referred to at 'A'? Re-examine in proposal urgently.

23/1

A Br PWRI Gus 24/1 D.F. 1/2

F.D.

Finance Department.P.W.R.I.

Submitted with reference to the Secy.'s note dated 23/1/49.

2. Repeated attempts were made to obtain the papers containing the orders at 'A' above from the P.W.D. informally.The P.W.D.has given the following orders which may please be seen.

(i) G.C.M.,P.W.D. No.5745/36 dated 27.2.42.

(ii) G.C.,P.W.D.No.6785/36 dated 16.8.44.

Please see item (d) in the orders referred to at (1) above. It will be seen that the usual orders ~~that are~~ that in the case of contracts for works estimated to cost less than Rs.5,000,all local contractors must be given a chance to quote for them so that rates will be competitive, were held in abeyance.This was done in order to expedite the execution of works under war conditions.Under the orders mentioned at (2) above ~~please~~ peace time petty piece-workers were ~~up~~ replaced

by contractors of sufficient financial backing who could run a fleet (or at least a number) of motor lorries although this procedure could involve the payment of somewhat higher rates than those demanded by the ordinary piece workers. The latter orders relate only to the repairs and maintenance works of roads in the Province. They do not relate to original works or new works.

Please also see paras 2 and 4 of the G.R., P.W.D. No.6401/36 dated 12/12/44, which speak about the selection of agency which is likely to complete the repair works (Road) in shortest possible time. It will be seen that no conditions were attached to the relaxation of usual orders except that the relaxation was made in respect of works costing less than Rs.5,000/- as in the orders of 27/2/42. It is informally understood that in some individual cases E.Engrs. or S.Es. were authorised to select contractors without calling for public tenders to carry out emergent works. Such orders are not readily available. The present case therefore may be examined on the strength of material available on these papers. The work of constructing G.L.B. Canal is estimated to cost Rs.5.64 crores. It is stated that about 25% of the work will be done departmentally and 50% will be carried out through contractors. That is to say, work costing about Rs.2.82 crores will be entrusted to Contractors. The P.W.D. proposes to dispense with the usual procedure of calling public tenders and recommending that quotations from a few selected contractors be invited in this case so as to complete the work within 3 years. It is not clear how much time will be wasted in calling for public tenders. The time limit for sending the tenders will be the same both when the tenders are invited publicly and from selected contractors. It is open to the authority concerned to reject the tenders of those who do not possess the required machinery etc. even if their quotations are lowest.

It appears that the usual procedure may not result in waste of time if a condition is inserted in the tender notice that the tenders of only those contractors will be considered who possess required machinery and resources which should be specified in the notice. This condition will eliminate firms of lesser resources etc.

A

However from para.3 on p.23 ante, it seems that H.Ms. F.D. and P.W.D. have agreed to the proposal. In view of that the F.D. may perhaps agree to the P.W.D. proposal subject to the condition that sealed quotations should be invited from reliable and resourceful contractors before fixing up the particular contract finally.

For orders.

N.P.4
29.1.49

I agree with A-A, and do not think there is sufficient reason for dispensing with the normal procedure.

31/1

P. W. D.
File No. 9194/36
Serial No. 7958

+ with P.W.D. file no. 3541/36 Part II

from P.W.D. 7.2.49

CONFIDENTIAL

NO. Gh.L.B.

Office of the Superintending Engineer,
Karnatak Irrigation Circle, Dharwar
Camp Dhupdal, 2nd February 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- (1) Tendered rates for earth-work on Ghataprabha Left Bank Canal,

(2) Agency to be adopted,

and (3) Period of construction.

2. It is now about a year since the question of agency and tendered rates for Ghataprabha L.B.C. is under consideration. Whether rates should slide with cost of living index was one of the main points under serious discussion then.

3. The possible effect of agency, different forms of contracts such as B, A, Piecework and on muster rolls, including effect of insertion of clauses like guarantee of supply of food or rates changing with cost of living index, was also discussed with Secretary Irrigation. The ideas were tabulated for comparison and submitted in a statement form under T.O. No. G-34 of 4-11-48. I also took the opportunity of explaining these personally to H.M., P.W.D., on ~~some~~ occassions and some of the points were further supplemented by revised tabular statements.

4. Very recently i.e. about 1½ months ago, it was nearly decided that works were expected to be sanctioned and one of the points discussed with you and with H.M., P.W.D., Agri., was the period of construction. It was explained in a meeting of H.Ms. P.W.D., Agri. & Finance, where myself and Mr.Gurjar were present, that the only agency which could allow works to be completed in 3 years would be "Contracts by Negotiations".

5. All this was however being done before the G.R. according ~~to~~ administrative approval and Technical sanction to works of Ghataprabha L.B.C. (miles 1 to 45) was issued.

6. Immediately after the receipt of the advance copy of the G.R., I again referred ~~to~~ the question of Agency for construction to Govt. recommending contracts by negotiations and the decision of Govt. is awaited.

7. In the meantime, I thought it would help Govt. to arrive at a decision, if I called for tenders for a few miles, to find out what rates were offered and how they compare with estimated rates. I also considered that only such a procedure would allow us to study effect of different forms of contracts on rates.

8. With this view, tenders have been called for as under

S.No.	Name of Work	Nature of work	Cost Lakhs Rs.	Form of Agreemen
(1)	Constructing earthwork in mile 17 of Ghp.L.B.C.	Deep Rocky cut.	8.1	B_2 (Item rate)
(2)	Constructing earthwork in mile 9 to 13 of Ghp. L.B.C.	Balanced section and also a few cuts and Banks.	17.5	B_2 (Item rate)

4/4/49

(3)	~~Cutting~~ Constructing earthwork in mile 4 of Ghp. L.B.C.	Balanced section and also a few cuts and Banks.	4	A_8 (Item rate)
(4)	DO mile 5	Do	1.5	
(5)	Do mile 6	Do	1.5	
(6)	Do mile 7	Do	2	
(7)	Do mile 8	Do	2.5	

In the case of mile No.3, quotations on piecework have been called.

9. As explained above, the main idea in calling for these tenders is to ascertain rates for comparison with estimates and also for ascertaining effect of contract form on rates offered. In view of this and with a view to allowing this to be done without loss of time, the procedure of submitting contract papers to Govt. before calling for tenders, has not been followed. These papers are being prepared and will be submitted shortly and may be awaited. (so as to avoid delay)

10. If rates offered for works are fair, the documents will be forwarded to you where they are beyond my powers of sanction. Actually none will be sanctioned, if in the meantime Govt. accepts proposals for contracts by negotiations.

11. In any case, it is open for us not to sanction any of the tenders received and I intend informing the results of contracts to all (which may mean not accepting any tender) and returning their earnest money within one month after opening of tenders, in case we do not accept any or all tenders received. No tenders will be accepted without obtaining orders from Government.

12. This is being sent confidentially, as the very purpose of calling for tenders (viz. ascertaining rates) will be nullified, otherwise.

-Superintending Engineer,
Karnatak Irrigation Circle.

VSD.
2/2.

Confidential

Copy of abstract of para 9 (only) F.W.Cs. to the Executive Engineer, Ghataprabha Left Bank Canal, Dn., Dhupdal, for immediate submission of contract papers for being submitted to Govt. in time.

He has already delayed submission of papers and no further delay should occur..

9. B(II) 5-2

P. W. D.
File No. 9194/36
Serial No. 8390.

Confl
Very urgent
Pl. negotiation 9 E (II)
9.W.P.
5/2 5-2-47
See P 403 P.

No.G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 22nd January 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Construction of Ghataprabha Left Bank Canal:
Arrangements for contracts and other arrangements.

Reference : G.R., P.W.D., No.9194/36 dated the 13th January 1949 and this office D.O.R. dated the 25th December 1948.

2. Now that Government have sanctioned the plans and estimates administratively and technically, I request favour of immediate approval to proposals submitted under the letter mentioned above regarding -

(1) Agency of construction viz. contracts on the basis of negotiations with contractors of standing.

(2) Other arrangements like distribution of work

(3) Appointments of Health Officers and Labour - Welfare Officers etc.

3. Very early communication is requested to allow the Executive Engineer, Ghataprabha Left Bank Canal Dn. to -- proceed with works.

P.T.O.

× 38

4. The period in which Government want the work to be finished, should also please be communicated to allow other details to be fixed to suit the period. The period can vary from 3 years to 10 years depending upon the latitude Government want to give in departure from normal rules and procedure including rates for construction.

Superintending Engineer,
Karnatak Irrigation Circle.

Copy forwarded to the Executive Engineer, Ghataprabha L.B.C.Dn., Dhupdal

RGY/19.1
Compd.by:
Hiremath
I.B.(II)

For disposal pl. see serial no. 5678.

BSP
29/1/49

IB II
26/1

D.
9194/36

5679

26/1

1-4

List of Contractors who have offered to take part in the negotiations.

1.	Messrs.	Hindustan Construction Co.,	Bombay.
2.	"	McKenzies Ltd.	Bombay.
3.	"	Rawji Sojpal and Sons.	Bombay.
4.	"	Ranade Brothers.	Poona.
5.	"	Supreme Construction Co.	Poona.
6.	"	S.N.Khatri and Co.	Baramati.
7.	Mr.	G.V.Datar, B.Sc. Contractor,	Poona.

No.G-34

Office of the Superintending Engineer
Karnatak Irrigation Circle,
Dharwar, 22nd January 1949.

To,

The Secretary to Government,
Public Works Department,
Bombay.

Sub:- Construction of Ghataprabha Left Bank Canal.

I may please be informed whether I should take up negotiations (without calling for tenders by public advertisement) with selected Firms of contractors, now that the works have been sanctioned.

2. In case Government want me to proceed on normal lins only as permitted by the usual rules, that also may please be made clear.

3. Very early orders are requested.

4. Several Firms, vide list attached herewith, have offered to take part in negotiations for contracts for constructing Ghataprabha Left Bank Canal, in response to the advertisement given by me in various papers.

Superintending Engineer,
Karnatak Irrigation Circle.

Accompts:-
1 List of
Contractors.

& 42

I.B.(II) P.W.D.

Submitted together with Serial No. 5677.

2. Papers containing the proposals mentioned in para. 2 of the S.E, K.I.Cs. letter at p. 1 ante have been submitted to the ~~xxxx~~ Secy., F.D. on 20-1-49 and have not yet been recd. back. On receipt of those papers, necessary action will be taken on these references.

29/11/49

29/1

24/1

I Rs II/26/1

9194/36

5678

9 III

3-1-49

D.O.No.Gh.L.B.

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar: 14th February 1949.

Dear Mr. Gurjar

May I invite a reference to my U.O.R. dated the 25th December 1948 and request early orders regarding arrangements to be made in order that the construction of the Ghataprabha Left Bank Canal may be completed in a period of three years.

2. It is nearly a month since Government orders regarding the administrative approval and technical sanction to the project ~~is~~ were received. I, therefore, request orders regarding arrangements referred to in my U.O.R. at a very early date.

[redacted]

Yours sincerely

Put up this case at once

17/2

N.P.Gurjar, Esqr., I.S.E.,
Chief Engineer &
Secretary to Government,
Public Works Department,
P.W.D.Secretariat,
Fort, Bombay.

G.14.2.
compd.by AB 14/2

P. W. D.
File No. 9194/
Serial No. 11531

9194/36
5678

I.B.(II). P.W.D.

Resubmitted. The main papers have since been recd. back and are arranged within. pp. 1-42 ante.

2. The work of construction of the first 44 miles of the Ghataprabha Left Bank Canal has already been administratively appd. and technically sanctioned, vide G.R.No.9194/36, dated the 13-1-1949. The point now for consideration is the fixation of the agency to execute this work. This Deptt. had recommended the S.E.,K.I.C's. suggestion to give 50% of the work to contractors of repute by negotiations instead of by open tenders, so as to expedite the execution of the work. The F.D. does not accept the recommendation for the reasons stated at the portion sidelined 'A' of E.D's. office note dated the 29-1-49. A list showing the names of contractors who have offered to take part in the negotiations for contracts for the work is at p.39 ante- In this connection it may be stated that during war time when Military works had to be executed as early as possible, tenders were generally called for only from selected contractors to save time and not by public invitation. Similarly, tenders were called for from selected contractors for certain civil works in respect of Haffkine Institute, Bombay; Engineering College, Poona; Expansion of the Agricultural College, Poona, which were considered to be emergent and reqd. to be carried out quickly The Ghataprabha Left Bank Canal also is an emergent work and requires to be carried out early in the interest of the 'Grow More Food Campaign'. The F.D. may, therefore, be requested u.o. again to reconsider the recommendation of this Deptt. and to allow, as a special case, the tenders being called for from the selected contractor for the work in question.

pp. 30-31 ante.

pp. 32-33 ante.

p. 39 ante.

3. The S.E. has already called for tenders for a few miles of the Ghataprabha Left Bank Canal to have a comparison of the rates that are offered by the contractors to those provided for in the estimate. He states that as per usual procedure he did not submit the contract papers to

Govt. ....

Govt. before calling for tenders so as to avoid delay. If the rates offered for works are fair, he proposes to forward the documents to Govt., where they are beyond his powers of sanction.

~~Through D.E.(I).~~

VSD.
17/2/49.

17/2/49

The procedure of inviting quotations from reliable and resourceful contractors was resorted to largely in the case of Military works in war time with a view to expedite execution of works, and is also being followed in the execution of emergent civil works, vide the three instances quoted in para. 2.

2. The construction of the first 44 miles of the Ghataprabha Left Bank Canal has already been administratively approved and is a work of large magnitude, costing roughly Rs. 5½ crores, and is required to be carried out in a period of three years as desired by H.Ms., P.W.D., Agri. and F.D. With a view to expediting the completion of the work within the stipulated period, it is necessary (a) to entrust 50% of the work to reliable and resourceful contractors, the remaining half being done (b) partly departmentally and partly through such agency as we may find most convenient. As pointed out above, the procedure at (a) has already been resorted to in the past.

3. The only difference between this procedure and the ordinary procedure of inviting tenders publicly is, that by eliminating the ordinary contractors, we eliminate the possible risk of failures by such contractors and the consequent waste of time and money in the ~~execution~~ completion of the work ~~done~~ due to stoppages in the middle.

4. In the circumstances mentioned above, F.D. may be requested to reconsider its decision.

5. It may here be pointed out that in the case of emergency irrigation works, the ordinary method of inviting tenders publicly and entrusting them to lowest tenderers was adopted and it was seen that very many works could not

be completed in time owing to the failure of the contractors. Finally it was found necessary to terminate the old contracts and complete the remaining portions of works by negotiated contracts, thus resulting in delay in the execution of the works and also in financial loss to Govt.

DRN.
18.2.49.

18/2/49.

KJ 18/2/49

Secy (I)

Secy F.D.

H.M PWD

H.M Agri

H.M F.D.

18/2/49

For F.D.'s views, please see A-A at pp. 32-33. As stated there, the lowest tender need not always be accepted: where the Pub. Committee find the tenderer not capable of carrying out the work efficiently, his offer may be rejected. I am not clear therefore how the normal procedure is unsuitable. We are here concerned with a work of large magnitude & permanent value. The practice followed in respect of war time works and emergent works can hardly be regarded as a precedent in respect of such a work.

19/2

21/2/49

22/2/49

23/2

23/2/49

Issue orders accordingly
* SEKIC
23.2.49

No.G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 17th February 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Construction of Ghataprabha
Left Bank Canal.

In personal discussions with yourself and Honourable Minister, P.W.D., it was stated that the construction of the Ghataprabha Left Bank Canal, miles 1 to 44 was to be completed in a period of 3 years.

2. I request official confirmation of the same.

3. Construction within this period will require special provisions in certain respects. Before those could be reported upon, it is essential to have orders regarding period of construction, to be issued.

4. I may be permitted to record that if normal methods permissible by P.W.D.Manual were to be followed, the period may be much longer or rates much higher. This has been explained under this office No.G-34 dated the 7th December 1948. A period of construction of 3 years requires among others very quick decisions. Actually it is now 2 months since ~~this letter~~ date ~~I wrote~~ but no decision has been communicated.

P.T.O.

5. I, therefore, request favour of early confirmation of the period of 3 years for construction of Ghataprabha Left Bank Canal so that I may take up other steps in keeping with that.

Superintending Engineer,
Karnatak Irrigation Circle.

RGY/16.2
compd.by.

P. W. D.
File No. 9194/36
Serial No. 12520

9194/36/12520.

P.W.D.

I.B.(II)

Submitted.

2. The papers (File No. 9194/36) wherein the question whether tenders for the work of the Ghataprabha Left Bank Canal should be called for from selected contractors or by public invitation, contain also the minutes of the discussion that took place between the HOD, P.W.D. and F.D. and the Secy. (Irrign.) and the S.E., K.I.C. The F.D. had not accepted the recommendation of this Deptt. that the tenders should be called for only from Selected contractors. The F.D. has, therefore, been requested again on 18-2-49, to reconsider the recommendation of this Deptt. As it is not known ~~likely~~ when the papers will be recd. back from the F.D. and orders thereon will be issued to the S.E., K.I.C., if is proposed to give an interim reply to the S.E. as per P 5 post draft put up which may issue, if appd.

B.S.!
22/2/49

The portion bracketed by me in the draft may perhaps be omitted.

Yours/49

D.S.
Secy (Irrign)

Letter ST

No. 9194/36-J.B.CD.

P.W.D.,

To

B.C., 24 16 Feby. 1949.

The S.E., K.I.C.

Subject :- Construction of Ghataprabha Left Bank Canal.

Ref :- your letter No. G-34, dated the 17-2-49. 1 ante.

2. The questions as to ~~(whether the work of the Ghataprabha Left Bank Canal should be completed within a period of three years and)~~ whether tenders for the work should be called for only from selected contractors or by public invitation are still under consideration and the necessary orders thereon will be issued to you as soon as decisions will been taken in the matter. By order etc.

N.A. Nil

ASP 22/2/49

Kjnjpkg

Ag. Secretary

Letter.

No.9194/36-I.R.(II). Public Works Department,
Bombay Castle, 24th February 1949.

To

The Superintending Engineer,
Karnatak Irrigation Circle.

Subject:- Construction of Ghataprabha Left Bank Canal.

Reference: Your letter No.G.34, dated the 17th February 1949.

2. The question as to whether tenders for the work should be called for only from selected contractors or by public invitations is still under consideration and the necessary orders thereon will be issued to you no sooner some decision has been taken in the matter.

By order of the Governor of Bombay,

For Secretary to the Government of Bombay, Public Works Department.

P.A.-Vil.

ISSUED 25/2/49

2
EXR.24/2/49.

2412

No.G-34 Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 17th February 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Tenders for the work of
Ghataprabha Left Bank Canal.

Reference : This office confidential letter -- No.Gh.L.B. dated the 2nd/3rd February 1949.

2. For reasons explained in the above letter, tenders have been called for the following works, by the Executive Engineer, Ghataprabha Left Bank Canal Division, Dhupdal :-

Name of work.	Nature of contract	Amount of estimated cost Rs.
Constructing embankment and excavation in soft and hard material including in rock in mile No. -		
(i) 4	A-2	4,00,000/-
(ii) 5	"	1,50,000/-
(iii) 6	"	1,50,000/-
(iv) 7	"	2,00,000/-
(v) 8	"	2,50,000/-
(vi) 9, 10, 11, 12, 13	B-2	17,50,000/-
(vii) 17	"	8,10,000/-

3. The question of agency and the procedure to be followed as regards the forms etc. was referred to Government under this office No.G-34 dated the 7th December 1948, but no decision has so far been communicated. Due to the very great urgency of the work and also with a view to utilise as much of the allotment of Rs.2,50,000/- left after surrendering the balance of Rs.2,50,000/- under this office No.G-4 - dated the 5th February 1949, I had to direct the Executive Engineer to issue notices to contractors without waiting for submission of contract documents to Government for acceptance as laid down in G.R.,P.W.D., No.5745/36, dated the 18th June 1947, in the case of items (vi) and (vii), above.

4. Again according to Rule 191(1) of the Bombay P.W.D. Manual, Vol.I, contracts for works estimated to cost Rs.3,000/- and over, and which limit has been raised to Rs.5,000/- when a list of contractors is maintained in the Divisional office as contemplated in Rule 190 thereof, should be prepared on -- regular contract forms. The estimated cost of works in the case of S.Nos.(i) to (v) above exceed the above. However, the tenders were called on form A-2 for reasons mentioned in the confidential letter and explained in this office No.G-34 dated the 7th December 1948. For similar reasons, the -- Executive Engineer was directed to call for quotations for miles 2 and 3 of the Ghataprabha Left Bank Canal. The cost of these exceed the limits laid down in P.W.D.Manual viz. Rs.1,000/-. However quotations have been called to ascertain the rates as compared with those offered on A-2 form and

on B-2 form. If however Government are not prepared to consider the use of quotations or A-2 form for the above work, under any circumstances, none of the tenders will be accepted and tenders will be called in B-2 form in due course.

7. I enclose herewith kept below dipped 'B' the contract papers in respect of works mentioned at S.Nos.(vi) and (vii) of para 2 above for favour of obtaining the approval of the Chief Engineer as the estimated cost in each case exceeds the limit upto which I am empowered to accept tenders. The tenders for works at S.Nos.(i) to (v) of para 2 above will be dealt with by me being within my power of acceptance in case Government have no objection to the use of A-2 form. Similarly works for miles 2 and 3 will be done on quotations if Government approve the procedure.

8. The result of the tenders together with comparative statements will be communicated to Government in due course, in all cases i.e. whether for B-2 forms, A-2 forms or rate lists.

D.A. 2 sets of contract papers for works at S.Nos.(vi) and (vii)

Superintending Engineer,
Karnatak Irrigation Circle.

RGY/16.2
Compd.by:

9301
23/2

P. W. D.
File No. 9194/36
Serial No. 12929

Very Urgent-
I.B.(II).

9194/36/12929
P. W. Deptt.

Resubmitted (together with serial No. 12929). p. 56 ante

2. The S.E.,K.I.C. has submitted tender papers for miles Nos 9 to 13 and 17 of Ghatprabha Left Bank Canal for approval . They may be approved and returned to the S.E.,

3. Through the cost of works in miles Nos. 5 to 8 exceeds more than Rs. 5,000/- the S.E.,K.I.C.,has called for tenders on A-2 form. In case, Govt., is not prepared to consider the use of quotations or A-2 form for these works (i.e. miles Nos. 5 to 8), he states that none of the tenders will be accepted and tenders will be called for on B-2 form in due course. It is, perhaps, not desirable to consider the tenders called for on A-2 form for the works in miles Nos. 4 to 8 as the cost of each work exceeds more than Rs. 5,000 which is the limit laid down for using A-2 form.

4. In this connection it may be stated that the S.E., K.I.C. had proposed certain modfications in the contracts like the sliding scale of rates varying with cost of living index and with rates of material, guaranteed supply of grain, cloth, petrol, machinery,etc. to contractors, in order to expedite the execution of big irrigation projects like the Ghataprabha Valley Development Project. Remarks of the other S.Es. of circles, called for on the S.E.,K.I.C's proposal, have been received from all the S.Es. of circles except the S.E.,E.C. The S.Es.,B.C. & C.C. have reported that they are unable to understand the proposal of the S.E., K.I.C. and hence no remarks can be offered on them. The views of the S.Es.,N.G.C.,S.C., and D.I.C. and S.G.C. are summarised below for the sake of convenience.

S.E.,N.G.C. : Materila, machinery and labour is in short supply while there is a greater demand for them from all provinces and all the Departments, therein for Post-War Development works . Govt., will not be in a position to guarantee G.C.P.M. (Grain, Cloth Petrol .....

vide his letter dated 7-1-38 at p 71 of file No 9194/36 Part II kept below stapled 'A'

(x) p 73 and 85 of file-Do-

✓ p.85 of file-Do-

Petrol and Machinary) or to give any other guarantee unless Govt. takes Stock of all Govt. potentials and decides to which of the projects G.C.P.M. could be actually guaranteed. In any large scheme, changes have to be made at one or other stage of execution. The means of execution must therefore be flaxible and this cannot be achieved with regular contracts with all their rigid conditions . The best means of execution would be to carry out works with a combination of piece-work, job and labour system.

× p. 89 of file No 9194/36 Part II kept below Sheet 'A'

S.E.; S.C. Carrying out large works by Departmental agencies is always necessarily cheaper. But, in the present circumstances, this is doubtful. The best means of execution would be through piece workers, Govt. guaranteeing supply of controlled articles of food and building materials. The works which are measurable should be done as far as possible on piece works system and ~~where~~ where it is not measurable by gang system employed on acquittance rolls. Labour should not, however, be employed on muster rolls on large works of long duration.

⊗ 91 of file-A

⊗ S.E., S.C.C.: Contract agency, instead of Departmental agency, is the correct and proper agency to do work of great magnitude, speedily and satisfactorily. Contractors no doubt quote high rates especially for works in which purchase and use of machinery are involved. In order to bring down the rates, Govt. should purchase the machinery and let it out to contractors on hire. In case of highly technical works where quality of materials and workmanship are more important like the construction of dams and weirs, the works should be carried out departmentally.

Δ at p. 79 of file. A

Θ p. 97 of file. A

Θ S.E., D.I.C. : Statement Δ is not clear and its meaning cannot be grasped even after the third reading . If the work is to be carried out departmentally because of the high rates quoted by the contractors , pre-audit system of accounts should be followed as was done in the case of Sukkur Barrage works .

5. It has already been decided that tenders for the Ghataprabha Left Bank Canal should be called for by public invitation instead of from selected contractors. Instead of waiting for the remarks of the S.E,,E.C. on the proposal of the S.E., K.I.C. regarding the modifications of the contract conditions, it may be decided now whether the work in question should be carried out by any one of the six alternatives suggested by the S.E., K.I.C. and whether any modifications like the sliding scale of rates varying with the cost of living index and with the rates of materials, guaranteed supply of G.C. P.M.,etc., should be done in the conditions of contract, in this connection please see Secretary (Irrigation)'s note dated the 21-10-48. On receipt of orders on this point also the orders passed at ~~paper~~ pp 30-31 ante will be communicated to the S.E.,K.I.C.

~~6. As the tender papers sent by the S.E., for approval are for works costing more than Rs. 10 Lakhs, the papers may be submitted to the H.M., P.W.D. for approval.~~

Through W.B. E.B.(II) and D.E.(I).

W.B.
21/8/49

6. Pl.see para.2 of the letter of the S.E.,N.G.C. No.253, dated the 7-1-49. No final decision has been arrived at on the measures that should be adopted to curb the tendency of rates quoted by the contractors rising higher and higher. The question is to be placed before the Committee to be appointed on receipt of the reply from the Govt.of India

regarding

2
SAM.
1-3-49.

regarding the nomination of Mr. G.N.Pandit, I.S.E. BKR. 9/3/49,

Rlcd. 9/3/49. [K.P.III/1 25.* 917] BBCg 10-3-49

$(E-B II)$. Pl. see paras. 5 et 6 of the O/N. at p. 29 ante. The two questions reg. transfer of overseers from the circles to K.I.C. & having a separate cadre for the K.I.C. are being dealt with separately.

* A-A on pp 18-19

The question of opening a Training class of ~~training~~ of sub-overseers & mechanical crew is one of principle. The SE may be requested to furnish the following information

(i) Duration of the class
(ii) No of subjects proposed to be trained.
(iii) Minimum academical qualifications for admission to III class.
(iv) Scales of pay after training.
(v) How many persons will be required to be trained.
(vi) The estimated extra cost involved.

Said 10-3-49 9) Govt is not agreeable for negotiated contracts. pcs necessary orders may issue to SE/K.I.C. accordingly. The consideration of the issue re A_2 tenders or rate quotations raised by the SE is not necessary.

14/3/49.

Note. These papers were forwarded in connection with note regarding for the Public Accounts Committee meeting and were received back on the 2-4-49

2/4/49 Sd/- P. 7. 9 Supdt. (I)

S.E./K.I.C may be informed that this proposal to give out contracts of works in connection with [illegible] Canal by negotiation cannot be approved and that tenders in either B1 or B2 forms should be invited publicly, in the usual manner this proposal to carry out about 25 percent of the work departmentally may also be approved. The remaining work may be done on regular contracts in communities.

James.

6/4/49

This was put up before the Public Accounts Committee & I do not know whatever the decision in the matter was

6/4/49

Secy (

6/4/49

Secy.
7/4

8/4

9194/36/12929

very urgent

I.B.(II) P. W. D.

Resubmitted with reference to the Secy. (Irrgn.)'s marginal note dated the 6-4-49. ante

2. The S.E., K.I.C. expedites again and again to pass orders on the question whether the tenders for the work of Ghataprabha Left Bank Canal should be called for only from the selected contractors or by public invitation in accorance with usual procedure. It is not understood when the decision of the public Accounts Committee, which is considering the question, will be out. In the circumstances, the S.E., may be asked to call for tenders for the work by public invitation.

3(a) Please see the notes recorded against suggestion (iv) on p.28 ante. The R.D. has since passed orders reg: the appointment of the Land Acquisition Officer for the Gh. L.B.C. vide. G.L., R.D., No. 9541/6/45 dated the 17-4-49 @ p.17 of file no 9804/35 kept below slipped 'C'

In view of this no further action is necessary on this point.

(b) As regards the appointment of the Health Officer, it may be stated that the S.E., K.I.C. has since addressed to the Surgeon General to open two dispensaries, one at Dhupdal immediately and the second at Kankanwadi later on; please see the S.E's endt. No. G.-108 dated the 1-3-49. In view of this proposal, it is presumed that the appointment of the Health Officer is not necessary. This may be got confirmed from the S.E., and he may be asked to submit his proposal to the H. & L.G.D., through the Commr. S.D., in case the appointment of the Health Officer is still necessary.

x p.101 of file No. 9194/37 kept below slipped 'A'

4. The necessary draft put up to the S.E., K.I.C., may issue, if approved. pp 63 65 ante

reg paras 7 and 8 of the draft at pp 63-65 ante

Through E.B.(II) and D.E.(I).

18/4/49 18.4.49.

GMA 18/4/49.

Item 2(d) of the draft letter at p. 63 ante

The proposal of starting the work of quarrying & blasting stones required for the masonry works departmentally may be approved, so that sufficient stock of building stones

D.S.

Secy. (Irrgn)

and stone ballast would be made available to the Contractor immediately upon signing up of the Contract Agencies for the necessary works.

I do not agree with this. There is always time in such cases. 2/6/76

Following remarks are offered regarding the two sets of tender papers submitted by the SE/K.I.C. X

X flagged B

(A) Tender papers for the work of constructing Chittaranjan Left Bank Canal miles 9 to 13.

(i) Items 1 to 8 of Schedule B. It is proposed to specify lift upto 5 feet and lead upto 100 feet for conveying the excavated stuff. As it is likely that the materials from excavation might have to be conveyed over lead longer than 100 feet and lift over 5 feet, at times, it is advisable to delete mention of the lead and lift to avoid disputes and possible claim for extra rates afterwards from the Contractors.

(ii) Paragraph 9 of the Specifications attached to the tender, viz "Measurements will be on cross sections throughout, both for cutting as well as for embankments" Percentage deductions for shrinkage have been stipulated as under

Hard murrum -- 8 %
Soft murrum -- 12½ %
Black soil -- 16 %.

In order however to avoid difficulty in recording the measurements, we may modify the specification so far as embankment is concerned as indicated below -

Measurements of embankment will be on the basis of cross sections. Deduction @ 15% will be made from the gross quantity, for shrinkage at the time of running measurements; but the deduction for shrinkage will be @ 10% at the time of final measurements. This deduction would be made officially irrespective of the fact that the final measurements have been recorded on the basis of cross section after a lapse of one or two rainy seasons since the construction of the bench work."

(iii) Clause 17-A of the printed form of the tender may be deleted as it pertains to road work.

(B) Tender papers for the work of Constructing Chhatpakka Left Bank Canal in mile No 17. As the tender for this part of the work, submitted by M/s Mackenzie Ltd is separately under consideration, no action is necessary on these papers. Para 6 of the draft letter has been modified accordingly.

Prof 4/1/69

4/2/69

Secy (I)

Letter. 65 9194/36/12929

~~Very~~ Urgent

No. 9194/36-I.B.(II) B.C., P. W. D., July 5th 191

To

The S.E.,K.I.C.

Subject:- Ghataprabha Left Bank Canal Scheme.

Reference: Correspondence ending with your letter No. G.34, p.55 ante dated the 17-2-49.

2. Govt. desires that the execution of the first 44 miles of the Ghataprabha Left Bank Canal should be completed within a period of 3 to 4 years and that the work should be carried out by a combination of all methods viz contractors, departmental and piece-workers. The following proposals made in your u.o.r. dated the 25-12-48 p.23 ante are, therefore, appd.

(a) 25% of the work should be done departmentally, particularly the work near the existing weir and the portion of canal which was half done and also distributaries, outlets, labourscamp buildings, etc.

(b) 50% of the work should be given on contract and that the ~~deeper~~ deeper cuts should be given out ~~and~~ immediately covering about 25% of the work.

(c) The remaining 25% of the work should be entrusted to such agency as may be found most convenient and suitable in due course.

(d) The work of quarrying and blasting of stone reqd. for masonry works should be started immediately and that too Departmentally.

All see portion ridden Km 20 ante.

3. Your proposal to call for tenders only from the selected contractors, instead of by public invitation, is not appd. Tenders either in B1 or B2 form, should, therefore, be called for by public invitation in the usual manner. It should, however, be made clear in the tender notice that the tenders of only those contractors would be considered who possess the reqd. machinery and resources, so that the firms of lesser resources would be eliminated from

the .....

the competition.

4. As regards the appointment of the Labour Officer and the purchase of machinery you are requested to submit proposals in the matter to the Labour Deptt: and this Deptt., respectively. Proposal for the appointment of the Labour Officer should be submitted through the Commr., S.D.,

xp 101 of file No. 9194/36 Part II kept below dt. 'A'

5. In view of the proposal made in your letter No.G-108, dated the 1-3-49, addressed to the Surgeon General reg. the opening of two dispensaries, it is presumed that it is not necessary to appoint the Health Officer as proposed in para 3(3) of your u.o.r. refd. to above. This may please be confirmed. In case it is still considered necessary to appoint the Health Officer, you are requested to submit proposal in the matter to the H. & L.G:D., through the Commr: S.D.

6. Tender papers for miles Nos. 9 to 13 forwarded with your letter No. G.34, dated the 17-2-49, are appd. and are returned herewith. Tender papers for mile 17 are also returned, as the question of accepting the tender of M/s Mathuria Ltd for this mile is openly under the consideration of Govt.

p. 55 ante

subject to the modifications made therein in pencil

has already been decided

7. The two questions viz. the transfer of overseers from other circles to the K.I.C. and a separate cadre for the K.I.C are under consideration and the necessary orders will be issued to you as soon as some decisions are taken in the matter.

8. As regards the opening of a class for the training of Sub-overseers and mechanical crew, you are requested to furnish the following information:-

(i) Duration of the class.
(ii) Number of Subordinates proposed to be trained
(iii) Minimum academical qualification for admission to the class.
(iv) Scale of pay after training
(v) How many persons will be reqd. to be trained.
(vi) The estimated extra cost involved.

(X) p. 71 of file

9. This also disposes of your letter No. G-34, dated the 7-12-48.

kept below.

By order etc.,

D.A.-Tender papers.

Copy .....

9194/36/12929

Copy forwarded to -

the R.D.,
the H. & L.G.D.,
the Labour Deptt.,
the Commr. S.D.,
the Ex., Engr. G. & L.B.C. Dn.

18/4/49

GMA
18/4/49

20/4/49

Secy (I).

26/4/49

Issue [illegible]
47 Sheets [illegible]
[illegible]

51

URGENT. Letter.

No.9194/36-I.B.(II). Public Works Department,
Bombay Castle, 5th July 1949.

To

The Superintending Engineer,
Karnatak Irrigation Circle.

Subject:- Ghataprabha Left Bank Canal Scheme.

Reference: Correspondence ending with your letter No.G-34 dated the 17th February 1949.

2. Government desires that the execution of the first 44 miles of the Ghataprabha Left Bank Canal should be completed within a period of 3 to 4 years and that the work should be carried out by a combination of all methods viz contractors, departmental and piece-workers. The following proposals made in your unofficial reference, dated the 25th December 1948 are, therefore approved.

(a) 25% of the work should be done departmentally, particularly the work near the existing weir and the portion of canal which was half done and also distributaries, outlets, labour camp buildings, etc.

(b) 50% of the work should be given on contract and that the deeper cuts should be given out immediately covering about 25% of the work.

(c) The remaining 25% of the work should be entrusted to such agency as may be found most convenient and suitable in due course.

3. Your proposal to call for tenders only from the selected contractors, instead of by public invitation, is not approved. Tenders either in B_1 or B_2 form, should, therefore, be called for by public invitation in the usual manner. It should, however, be made clear in the tender notice that the tenders of only those contractors would be considered who posses the required machinery and resources, so that the firms of lesser resources would be eliminated from the competition.

4. As regards the appointment of the Labour Officer and the purchase of machinery you are requested to submit proposals in the matter to the Labour Department and this Department, xx respectively. Proposal for the appointment of the Labour Officer should be submitted through the Commissioner, Southern Division.

5. In view of the proposal made in your letter No.G-108, dated the 1st March 1949, addressed to the Surgeon General regarding the opening of two dispensaries, it is presumed that it is not necessary to appoint the Health Officer as proposed in paragraph 3(3) of your unofficial reference referred to above. This may please be confirmed. In case it is still considered necessary to appoint the Health Officer, you are requested to submit proposal in the matter to the Health and Local Government Department, through the Commissioner, Southern Division.

6. Tender papers for miles Nos.9 to 13 forwarded with your letter No.G-34, dated the 17th February 1949, are approved subject to the modifications made therein in pencil and are returned herewith. Tender papers for mile 17 are also returned as received, as the question of accepting the tender of Messrs. Mackenzies Limited for this work has already been decided.

7. The two questions viz. the transfer of overseers from other circles to the Karnatak Irrigation Circle and a separate cadre

for the Karnatak Irrigation Circle are under consideration and the necessary orders will be issued to you as soon as some decisions are taken in the matter.

8. As regards the opening of a class for the training of Sub-overseers and mechanical crew, you are requested to furnish the following information :-

(i) Duration of the class.
(ii) Number of Sub-ordinates proposed to be trained.
(iii) Minimum academical qualification for admission to the class.
(iv) Scale of pay after training.
(v) How many persons will be required to be trained.
(vi) The estimated extra cost involved.

9. This also disposes of your letter No.G-34, dated the 7th December 1948.

By order of the Governor of Bombay,

(N. P. Gurjar) 6/7/49 O/C

for Secretary to the Government of Bombay,
Public Works Department.

D.A.- Tender papers.

Copy forwarded to :-

the Revenue Department,
the Health and Local Government Department,
the Labour Department,
the Commissioner, Southern Division,
the Executive Engineer, Ghataprabha Left Bank Canal Division.

Issued with D A 7/7/49

2(DDD. 5/7/4

No. D/184 of 1949.
Office of the Suptng. Engr.
P.W.D. Surat, 17-1-1949.

To,

The Secretary to the Government of Bombay,
Public Works Department, Bombay.

Subject:- Conditions of contract of [redacted] like Ghataprabha Left Bank Can[redacted] Modifications and Agency.

Reference: Govt. P.W.D. endorsement No.9194/(II) dated 24-12-1948.

....

The Superintending Engineer, Special Investigati Circle, now Karnatak Irrigation Circle, has suggested s alternative Agencies for carrying out the construction the Ghataprabha Left Bank Canal and he has enumerated t merits and demerits of each agency in statement "A".

In para 9 of his letter, he has brought them dow three a, b and c and perhaps he is in favour of c.

2. After perusing statement "A" one finds that the only point against Agency S.No.1 is the supposed increased cost = 100% - nil = 100%. Col. f - h = i of the statement. Agai t t e only point in favour of S.No.6 Motors is the presumed less cost - 15% - 40% - 25% (f h = i). I am una to subscribe to the views and the calculations especially of that part in which it is shown that Departmental Work wi be cheaper. From what I know of departmental execution of works, I have yet to see a work of such magnitude scattered in miles length of the country involving thousands of labourers skilled and unskilled requiring an army of supervising staff all 100% honest and with due observance o Departmental accounts, rules and regulations being done at 15% below estimated rates, with reasonable speed and within reasonable time.

3. Crores of rupees in foreign currency are annually spen on the purchase of foodgrains for foreign countries. Our aims and efforts should be to stop that and to produce the food grains outselves in our country within the shortest time possible. With that view, Government has given higher priority to Irrigation works. Time and speed factors are therefore, more important than the consideration whether the money spent is going in the pockets of few profiteering contractors or the actual workers. Atleast the money will remain in the country and the people will get good quality of food grains and of the kind they are accustomed to eat. If this view is accepted, I think the contract agency is the correct and proper agency to do such kind of works speedily and satisfactorily.

4. Contractors no doubt quote high rates especially for works in which purchase and use of machinery are involved. One of the reasons is that they are reluctant to purchase costly machinery and lock up the money for one work only, since there is no guarantee that they would get another work when the one for which they purchase the machinery is completed.

5. It may therefore be considered whether in the case of big works, it is possible to modify the system of inviting public tenders for all and sundry quotations from well reputed contractors and firms of contractors, who actually possess or promise to purchase the necessary plant and machinery, should be invited or rates negotiated by a board consisting of the Chief Engineer of the Branch, as Chairman and three Senior Superintending Engineers. The other suggestion to bring down the rates is that Government

urchase the machinery and let it out to contractors
e.

But except in cases of highly technical works where
y of materials and workmanship are more important like
nstructions of Dams and Weirs, I do not think works or
pe of canal excavation or road embankments require to
he departmentally and I do not think they will be done
cheaper cost ultimately.

sd/- K.R.Akerkar,
Superintending Engineer, S.W.C.

"True Copy"

D Rane

First Clerk to
Supdg.Engineer, N.C.,
Sholapur.

P. W. D.
File No. 9/94/36
Serial No. 14613

Letter.

No. G.I.22/ 1436 of 1949.
P.W.D.Western Circle Office,
Sholapur: 26th February 1949.

To,

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Condition of contracts of large works like Chataprabha Left Bank Canal - Modification and agency.

Reference: Government endorsement (P.W.D.) No. 9194/36-I.R.(II) dated the 24th December 1948.

2. My views on the matter have been reported by me as Superintending Engineer, South Gujarat Circle, Surat and they hold good as the present Superintending Engineer, Western Circle, Sholapur also.

3. A copy of the report in question obtained from the Superintending Engineer, South Gujarat Circle is herewith enclosed (for ready reference).

Accompaniment:

1 Copy.

Superintending Engineer,
Western Circle.

KPJ24.2.

I.D.(W)

For disposal please see serial no. 16033.

BBP
9/3/49

JB(11) 1/3

P. W. D.
File No. 9194/36
Serial No. 14613

No.G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 31st March 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Construction of Ghataprabha Left Bank Canal.
Tenders for the ---
(a) Miles 2 and 3 by quotations
(b) Miles 4 to 8 on A-2 form for each individual mile separately
(c) Miles 9 to 13 on B-2 form
(d) Mile 17 on B-2 form.

Reference : (i) This office No.Confidential Gh.L.B. dated 2nd/3rd February 1949;
(ii) Government letter, P.W.D., No.9194/36-I.B.(II) dated 24-2-1949
(iii) This office No.G-34 dated 17-2-1949 and in continuation of this office No.G-34 dated 7-12-1948.

2. I was hoping to get instructions of Government on the agency to be adopted for construction of Ghataprabha Left Bank Canal (vide (iii) above) and approval or otherwise (but some definite instructions) about the proposal to carry out works ~~xx~~ by B-2 contracts but by negotiations instead of by open tenders.

3. Not to lose time, therefore, the Executive Engineer was directed to call for tenders for earthwork for Ghataprabha Left Bank Canal for a few miles each but on different types of contract forms as indicated above from quotations (i.e. rate lists) to regular contract forms. The tenders have been received and I find that my predictions (as indicated in reference (iii) above) have come out true,

S. No.	Form of contract	General remarks	Lowest tender percentage over estimated rates i.e. 1938-39 plus 100%. ✓
1	2	3	4
1.	Quotations.	Tenders from persons right from a man of no standing to some contractors of fair standing were received. Rates vary from absurdly high in some cases to very reasonable. No conditions stipulated by tenderers	15% above.
2.	A-2	Tenders given by persons of fair standing and rates quoted with a fair amount of caution. No conditions stipulated by the tenderers except in one case.	50% above.
3.	B-2	Firms of good standing as well as some firms and persons with only a fair standing have offered tenders. Contractors have stipulated conditions viz. - (a) supply of grain & petrol; (b) grain to be supplied by Government at current rates; (c) facilities for transport, machinery etc.	60% For miles 9 to 13. 40% in the case of mile 17

873/4

4. To allow comparison of these conditional rates with rates for A-2 and quotations without conditions, the Executive Engineer has been directed to enquire of the contractors - whether they were willing to withdraw their conditions and if not to state what increase in rates if any, they expect. It is obvious they will expect some increase to compensate for items like grain at fixed rates etc. Till their replies are received, we may assume ~~it~~ to be somewhere about 10% to 15% ~~as a maximum~~. / this

5. My arguments and proposals in reference (iii) above were more or less based on personal experience and may as such have been considered theoratical but with these tenders, - Government have definite data before them which should allow some decision to be taken.

6. As Government have not taken any decision and as the question of agency is yet under consideration, I do not consider it desirable to make any recommendation on the acceptance or otherwise of these tenders. However, I invite attention to the fact that the earnest money has been proposed to be - returned within one month of the opening of the tenders (i.e. before 19th March) and I, therefore, propose to return on the stipulated date the amounts of earnest money of the - different persons and firms except as under :-

The rates tendered for mile No.17 are fair though on B-2 form. The lowest tenderer is Mr.G.N.Kalkutki the next higher being Messrs.McKenzies Ltd. The following statement gives all necessary details:-

Three tenders were received for this work as mentioned below.

S.No.	Name of contractor.	Cost of tender in Rs.	Percentage above 38-39 plus 100% rates.	Percentage Above/below the current schedule rates.
1.	Mr.G.N.Kalkutki	11,99,629	48.1/2% above	4% below
2.	M/s.McKenzies Ltd.	12,04,137	49% above	3.5% -do-
3.	M/s.Supreme Construction.	18,02,501	124% "	45% above

NOTE: The difference in cost between 1 and 2 is only nominal viz. Rs.4,500 in 12 lakhs i.e. less than half percent while the 3rd tender 50% higher.

7. In connection with the question of selection of - contractors, I had called by a public advertisement dated 23-1-1948 for information from firms about their standing and particularly about experience in rock-blasting and about machinery for the same. Mr.Kalkutki, whose tender is the lowest, did not offer to compete then and it has also been - ascertained that he has no previous experience of works of this nature or magnitude. He is backed up by two financiers from Arbhavi and has no finance of his own. He may be - entrusted and tried for other works in normal miles (partial cutting and partial banks) but in the case of the deep cutting in mile No.17, he is most unsuitable. The difference between him and Messrs.McKenzies is less than Rs.5,000 in a total of 12 lakhs of rupees.

now does he possess [illegible] machinery or has he previous experience in the [illegible] work.

8. It is also considered highly desirable that some work should be started immediately and I therefore recommend that the tender of Messrs.McKenzies should be accepted.

The Executive Engineer has rightly pointed out the advantage of doing so and I reproduce separately the arguments set forth by him (see sheet marked X).

9. Messrs.McKenzies Ltd. have no doubt stipulated conditions but I do not think they are unfair.

I attach herewith a copy of their letter which explains all points fully. I agree with the following -- recommendations of the Executive Engineer, Ghataprabha Left Bank Canal Division :

> "The conditions put in by Messrs.McKenzies are also not of an unusual character. If Government want the work to be completed rapidly and economically, they have to arrange for adequate supplies of food, cloth and articles like kerosene oil, petrol, fuel oils, etc. at controlled rates and arrange for priorities of Railway wagons whether a contractor stipulates these conditions or not. As regards the condition of supply of food grains at controlled Bombay rates throughout the period of contract, I see no objection to accept it - since the duration of contract is only 12 months".

10. Documents as per accompanying list including -- comparative statements are attached for favour of further disposal.

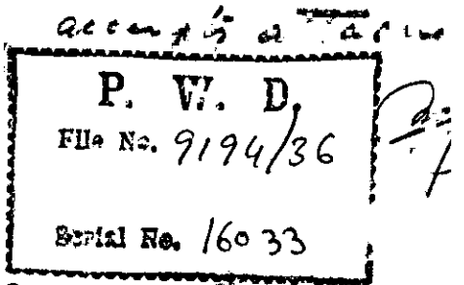
It is necessary that an early decision is taken in respect of this tender as according to para 8 of the tender notice the tenderers have been assured that the result of tenders would be communicated to them before the end of March 1949, so as not to lock up their large amounts in the form of earnest money.

11. Unless I hear to the contrary before 15th March, the quotations for miles 2 and 3, A-2 tenders for miles - 4 to 8 and B-2 tenders for miles 9 to 13 will be rejected and the amounts of earnest money returned.

12. The comparative statements with tenders in the case of miles 17 and 9 to 13 and only comparative statements in the case of miles 2 and 3 and miles 4 to 8 accompany for perusal and return. The tenders in the case of miles 2 and 3 and miles 4 to 8 will be submitted to Government if -- required.

Superintending Engineer,
Karnatak Irrigation Circle.

9B II 7/3



List of documents accompanying the Superintending Engineer, Karnatak Irrigation Circle's No.G-34 dated the 3rd March 1949.

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1. Extract from the Executive Engineer's letter No.G-34 dated 22-2-1949 showing advantages in accepting Messrs. McKenzies' tender;

2. Copy of letter dated 19-2-49 from Messrs. McKenzies Ltd.; Bombay;

3. Comparative statement for mile 17 with tenders from three contractors.

4. Comparative statement for miles 9 to 13 with ~~tender~~ tenders from three contractors.

5. Comparative statement for mile 8.

6. -do- -do- mile 7;

7. -do- -do- mile 6;

8. -do- -do- mile 5;

9. -do- -do- mile 4;

10. -do- -do- miles 2 & 3.

IMMEDIATE.
I.B.(II).

P.W.D.

Submitted (together with serial No.14613) p.4 ante in continuation of the main papers submitted on 2-3-49.

2. Serial No.14613:- Mr. K.R.Akerkar's remarks as S.E., S.G.C. have already been noted upon in the main papers submitted on 2-3-49. In view of this, no further action is necessary on the ref.

3. Serial No.16033 p.8 ante:- The S.E., K.I.C. has submitted the following documents:-

(i) Comparative statements with tenders for miles Nos. 9 to 13 and 17 of Gh.L.B.C.

(ii) Only comparative statements in the case of miles Nos 2 and 3 and miles Nos 4 to 8.

Out of the three contractors who have tendered for mile No.17 of Gh.L.B.C., the lowest tender of Rs.11,99,629/- is that of Mr. G.N.Kalkutki. The next higher tender of Rs.12,04,137/- is that of M/S. McKenzies Ltd. The difference between the two tenders is only Rs.4,500 in 12 lakhs. Mr. G.N.Kalkutki has no previous experience of rock-blasting nor does he possess pneumatic machinery. M/S.Mckenzies tender is 3.5% below the current schedule of rates. They have, however, stipulated certain conditions like the supply of grain and petrol, grain to be supplied at current rates, facilities for transport, machinery etc. However, the Ex.Engr.,Gh.L.B.C.Dn. recommends and the S.E., K.I.C. agrees with him that the tender of M/S Mc Kenzies should be accepted.

The question whether certain modifications like the guarantead supply of Grain, Cloth, Petrol etc., should be made in the contract forms is still under consideration in the main papers submitted on 2-3-49. It has been decided that tenders should be called for by public invitation and not from selected contractors. It is presumed that...

that the tenders recd. for mile No.17 is in response to public invitation as the name of Mr. G.N.Kalkutki does not appear in the list of selected contractors ~~contracts~~ who have offered to participate in negotiations for contracts for the Gh.L.B.C. As the rates offerred by M/S Mc-Kenzies appear to be fair and also for the ~~reasons given~~ advantages mentioned by the Ex.Engr. in accepting this tender and allowing the work to be started early. The S.E. may, if appd. be allowed to accept the lowest tender of M/S Mc-Kenzies after u.o.r. to the F. D. and submission to the H.M., P.W.D.

xpl. see p 39 of the main papers

4. In the case of tenders for miles Nos.2 and 3, 4to 8 and 9 to 13, the S.E. proposes to reject the tenders and return back the earnest money to the the contractors unless he hears contrary to it from Govt. before 15th March. Tenders ~~six~~ recd. for miles Nos.9 to 13 are on B-2 forms and the lowest tender is of Rs.27,84,580/- of M/s. Mc Kenzies Ltd. against the estimated cost of Rs.8,77,260/-. The S.E. has not recommended which of the tenders for miles 9 to 13 should be accepted. Since M/S Mc-Kenzies Ltd. are well known engineers and since their tender is also the lowest, it is for consideration whether the S.E. may be authorised to accept also the tender of M/S Mc-Kenzies for miles No.9 to 13 after u.o.r. to the F.D. and submission to the H.M., P.W.D.
The tender papers of M/s Mckenzies have, however, not been recd.
If the tender of M/S Mckenzies for miles Nos.9 to 13 is to be accepted orders will have to be issued to the S.E. before the 15th March 1949, otherwise he will reject their tenders and refund their earnest money.

5. Please see para.12 of the S.E's letter dated the 3-3-49. It is for consideration whether tenders recd. from the S.E. for miles for Nos. 2 and 3 and miles Nos 4 to 8

p 7 ante

may.....

may be called for perusal.

Thro. W.B., ~~E.B.(II)~~ and D.E.(I).

x The main papers are with WB at present

2 LBW 9/3/49.

11

9/3/49.

~~EB (II)~~

Please say how E-B (II) is concerned. The case has been sent to E B (II) on 11-3-49

S.O. 14-3-49

6) JEKIC's tender papers :- The over-all analysis of the tenders submitted by the SE is as under:-

		Estimates cost (1939 + 100 %)	Tender amounts.	% increase	Remarks.
D.O. 1) Rate quotations mils 2 & 3		5,29,529.	6,26,716 to 17,40,212	20 to 76 + 230 %	Lowest tender unworkable
Secy. (W) & A2 tenders. mils 4.		4,14,128	4,83,638 to 10,49,791	17 to 66 + 153.	— do —
U.O.V. to FD.	mils 5	1,74,086	2,86,052 to 8,21,274	64 to 80 + +120 to 372	
	mils 6	1,32,941	2,37,403 to 4,78,370	78.5 to 260.	
	mils 7	2,23,671	3,62,533 to 6,28,920	62 to 181.	
	mils 8.	2,41,562	4,19,021 to 4,84,075	73 to 100.	
3) B_2 tenders.	mils 9 to 13	17,54,521	27,84,580 to 31,53,146	59 to 80	
	mils 17	8,07,794	11,99,629 to 18,02,521	48.5 to 124.	

Barring the unworkably low tenders and the abnormally high tenders in each case, the normal % increase in the tenders varies from 48.5 to 80 over the estimated amts. (1939 rates + 100 %), ~~It would~~ whether B_2, A_2 or rate lists.

7) Analysing the rate structure for the different items of work - excluding abnormally low & high tenders the following is the position.

17 84 14

Items.	Estimated rate ₹.	Tender rate	% increase average
1). Soil & soft murum	1/12/0	6/4 to 8/-	300 ₹.
2) Hard murum & Boulders	4/-/-	11/- to 14/-	200 ₹.
3) Soft Rock	6/-/-	14- to 16/-	150 ₹.
4) Hard Rock	13/-	~~20/-~~ 33/-	—
5) Bank with spoil	1/4	4 to 7	300
6) Partial Bank new	2/4	6 to 8	200
7) Full Bank below 10'	4/0	8 to 10	125
8) —do. above 10'	5/8	10 to 12/8	100

The above shows

i) that either the rate structure in the case of Ex in Softer materials & Bank work, as prepared in the estimates is not correct or the Contractors have no knowledge of workable rates in these cases.

ii) that where there is not much of rock excavation & where ex. in softer materials & bankwork predominate, the tenders are bound to be very much higer, even over 100 ₹. to 150 ₹. above estimates.

iii) that in the case of canal excavation & bankwork, item rate quotations are not suitable & % age rate quotations on B_1 Form would be more suitable. It may be stated that the whole work on the Nira Right Bank Canal was carried out on B_1 later tenders, initially by negotiated contracts or by public invitations. - (The SE KIC's noting that NRB canal work was carried out on A_2 agreement. See page 69 of file 9194/36 II is not correct).

8) Re. the question of guarantee of returned food articles, cloth etc at fixed rate, quantum & quality & controlled materials, - the P.W.D. as the contracting authority, would not be able to

Commit itself to
to ~~give~~ a binding guarantee in this respect, since
~~such~~ we cannot, readily assume co-ordination & co-operation
of the other Depts of the Govt, in full measure. If this
position is appd, the conditions put up by Messrs.
McKenzie Ltd in their tender for mile 17, which
the SE has recommended for acceptance, cannot
be accepted in "toto." The following modified
~~If~~ conditions would appear to be suitable.

i) Govt shall assist as best as possible in the procurement of food grains & other rationed articles at controlled rates as may be fixed (A) by Govt (viz Civil Supplies Dept) from time to time.

ii) Govt shall arrange to procure licenses of vehicles for ~~steel, cement~~ controlled article at controlled rates

iii) Govt shall arrange for priorities of Rly waggons required for transport of materials machinery etc as far as possible

iv) Petrol coupons shall be made available in quantities considered necessary by the E.E. G.L.B.C.

The tender of Messrs. McKenzie Ltd for Earthwork in mile No. 17, for Rs. 12,04,137/- which is 49% above the estimated amount may be approved for the reasons stated by the SE K.I.C after visit to F.D.

9) The ~~other~~ tenders for other miles may be rejected and the SE asked to call for fresh quotations according to the normal procedure, on B, Form if appd.

Rly
13/3/49.

D.S

I agree that the tender of messrs Mckenzies Ltd for mile no. 17 of the Canal, for Rs 12,04,137/- may be accepted in

Sec: I
HD FD

P.T.O

U.O consultation with the F.D. The tenders for the remaining miles may be rejected and the S.E/K.I.C. be requested to call for fresh public tenders in B-1 forms according to the usual procedure

The conditions regarding the supply of the controlled articles viz, as stipulated by Messrs Mackenzies Ltd in their tender for mile No. 17, may be modified on the lines suggested in para 8 of the D.E(I)'s note. It is however necessary to make it clear to the Contractors that no claim for compensation would be entertained by Govt, in case the progress of their work suffers on account of the delay in the timely supply of some of the articles, for seasons beyond the control of the P.W.D, but the their time limit only would be suitably extended, on that account

KJ 16/3/49

It will be difficult for Govt to specifically agree to the condition of supply of food grains etc at Bombay rates, as such a supply depends upon the position of supplies in that District. Whilst Govt might do its best to give him the food rations, a condition

Secy (P)

U.O.

in contract would make it legally enforceable against the first, also cannot agree to the supplying of petrol etc. first might agree to some compass provided the contractors submit the proper accounts. These conditions need to be modified on that account.

Tenders should be in proper B_1 or B_2 forms & not A_1 & A_2. The SE might be informed to depend the A/c Security deposits for the remaining miles at once.

The tender of McKenzies Ltd may be accepted as they have some machinery to work in the cutting.

Secy
17.3.49.

2nd
17/3.

P.W.D.

I. B.(II)

Resubmitted with the necessary draft for appd.

2. After issue of the draft put up, the papers will be refd. up to the F.D. in connection with the acceptance of tender for of M/s. Mc Kenzies, Ltd. for mile No. 17 of the Ghataprabha Left Bank Canal.

18/3/49

Regarding A above:- The Secy (S) presumably means the earnest money.

by 18/3/49

DS.

48

Secy
22/3

IMMEDIATE
No. 9194/36-2B.(II).

Letter.

P.W.D.,
B.C., 18th March 1949

To

The S.E., K.I.C.

Subject:- Tenders for the construction of Ghataprabha Left Bank Canal.

Ref:- Correspondence ending with your letter No. G-34, dated the 3-3-49.

2. The question of acceptance of the tender of Mf. McKenzies, Ltd., for mile No.17 of the Ghataprabha L.B.C. is being considered in consultation with the F.D. and orders will be issued in the matter as soon as possible.

3. The tenders should be in proper B_1 or B_2 forms and not on A_1 and A_2 forms. You should, therefore, refund at once the earnest money to the contractors who have tendered for the remaining miles (i.e. excepting mile No.17) of the Gh. L.B.C.

18/3

D.A. Nil.

By order etc.

Copy forwarded to the Ex. Engr., Ghataprabha Left Bank Canal for.

BSR.
18/3/49

ISSUED
on 18.3.49

kg 18/3/49

Issue at once
18/3

Supdt.

No.G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 15th March 1949.

Via

To

The Secretary to Government,
Public Works Department,
Bombay.

Subject:- Tenders for the work of construction of Ghataprabha left Bank Canal.

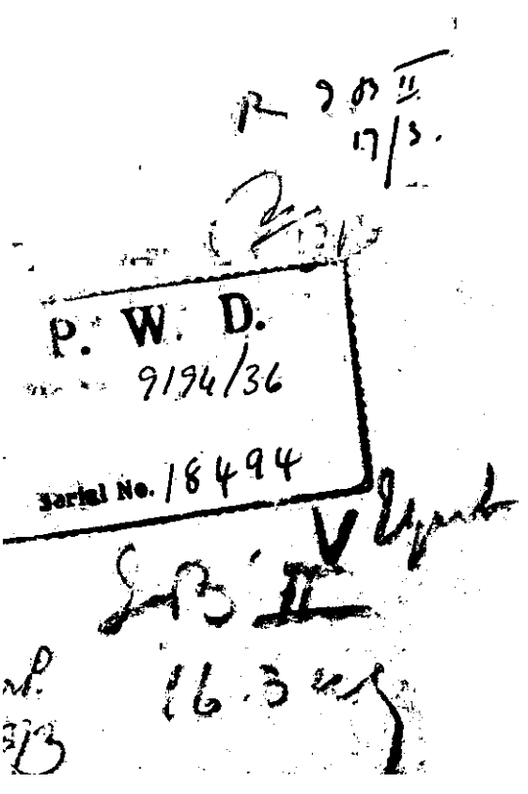
Reference : This office letter No.G-34 dated the 3rd March 1949. p.5 ante

2.- As already reported in para 10 of the above quoted reference, the tenderers for the works have been assured that the result of acceptance will be communicated to them by the Executive Engineer before the end of March 1949. Similarly the earnest money as per challans enclosed with the tenders received in connection with work in miles 9 to 13 and 17 have to be returned to the respective tenderers before the 19th March 1949 i.e. within one month from the date of opening of the tenders in the case of those whose tenders will not be accepted.

3. As time left is short, I request that the decision of Government on the contract papers submitted to Government may please be communicated at a very early date (copy to the Executive Engineer direct) so as to enable the Executive Engineer to take necessary action in time. I have already requested the Executive Engineer to take action as per para 1 of this office No.G-34 dated the 3rd March 1949 in case no orders of Government are communicated to him in time.

Superintending Engineer,
Karnatak Irrigation Circle.

RGY/14.3.
compd.by.


P. W. D.
9194/36
Serial No. 18494

SUPREME CONSTRUCTION COMPANY.

Engineers & Contractors, R.C.C. & Modern Road Specialist.

Dr. Deshmukh's Bungalow,
Jangli Maharaj Road, Poona 4.

Ref:- GPL/MAR/XEN/DHUP/1717. Dated 2nd March 1949.

The Executive Engineer,
Ghataprabha Left Bank Canal Dn.,
Dhupdal, Via Hukeri Road (M.S.M.Rly).

Dear Sir,

Sub: Our Tenders for the Construction of
Ghataprabha Left Bank Canal -
Miles No. 4 to 8, 9 to 13 and 17.

Ref:- Your letter No. A-31/1 of 28-2-1949.

We are in receipt of your above mentioned letter and have pleasure to submit as under:-

We are pleased to inform you that we are prepared to accept as conditions of contract only those which are included in the printed B-2 Contract form, and the clauses that we had mentioned in our covering letter regarding supply of controlled articles site for borrow pits, etc. etc., should not be considered as conditions of the contract.

This is after all a Govt. work of National importance, and which could only be executed to the entire satisfaction of the authorities concerned by the mutual co-operation and thorough co-ordination of the Government Departments and the Executing Agency, and your assurance therefore that you would take every precaution to take needful steps to give us all possible help to facilitate speedy exeuction of the work is more than sufficient to us.

We are further pleased to inform you that as it may be of interest to you that we are withdrawing the conditions mentioned in our covering letter without any corresponding percentage increase in the rates already quoted by us, but at the same time we take the liberty to point out to your kind notice once again that an early decision in this matter will be very much appreciated by us as we have already mentioned in ourlast letter, that if the decision is delayed we are afraid that our principals M/S. J.N. Marshall & Co. may sell off the Machinery to their other clients who are waiting for the same and hence our position will be unnecessarily geopardised as we shall have to wait for the next consignment. We hope you will fully appreciate this and expedite the decision of the work as the same will be in the best interest of such an important work.

requests to leave any further negotiations in

It would indeed be our pleasure to clarify any other points if so desired and you are therefore the matter which will receive our very best attention.

Always assuring you our very best services and awaiting your further commands which will be executed to your entire satisfaction, and thanking you,

We remain,
Yours faithfully,
For Suprement Construction Company

Sd/ B. G. Shirke,
Partner.

"True Copy"
Head Clerk
for S.E., K.B.C. Branch

Copy of letter No.C/2022, dated the 9th March 1949 from Messrs.McKenzies Ltd., Bombay, addressed to the Executive Engineer, Ghataprabha Left Bank Canal Division, Dhupdal and copy endorsed to the Superintending Engineer, Karnatak Irrigation Circle, Dharwar, regarding Tender for the construction of Ghp.L.B.C.Mile 9 to 13 and mile No.17.

"Reference: Your letter No.A-31, dated 28-2-1949.

We are in receipt of your above letter and have carefully studied the details mentioned therein. We give below our explanations on the various items mentioned:-

1(a) Due to food scarcity and Government compulsory procurement scheme in all the districts of the Bombay Province which is a badly deficit province, it will be impossible to procure enough food-grains for the huge imported labour that will be employed on the works. Steady and continuous supplies will not be possible with local purchases and if these are allowed to be made, they will immediately cause shooting up of prices and artificial scarcity conditions. Any such happening will affect adversely the progress of the work. Hence our request for providing sufficient and suitable grains is an essential requirement under the prevailing conditions. Due to special labour being imported, provision for suitable grain to which the labour is accustomed has been requested and we have asked for the supply of the most common grains like rice (coarse and fine), jowar (white), bajri, wheat,etc.

Regarding the question of financial effects in terms of percentage increase in common to all tendered rates, we have to state that supply is in the usual routine of things under the present rationing system. Being an absolute necessity, we would like to have your assurance of continuous and steady supply, as otherwise it will be risky for us to import in considerable strength the requisite labour from outside without proper arrangement for feeding them.

(b) To avoid any rise in the price of food-grains, we have requested that the food-grains should be supplied to us at the rate prevailing on the date of tender as applied to the supplies made to the grain shops in Bombay. Then only we will be in a position to supply grains at a static cost to our labour guaranteeing against any increase in the price being made from time to time.

It is difficult to estimate the increase in price and therefore the proposed increase in cost over our tendered rate cannot be stated. To avoid this ambiguity, we have requested for the grains to be supplied to us at a fixed price, which will obviate any request for compensation from us due to the increase in the price of food grains.

2 <u>Priority for railway wagons to be made available</u>:

3(a) <u>Release of controlled materials like steel, coal diesel oil, kerosene etc. should be made available:</u>

(b) <u>Petrol coupons for lorries and transports should be supplied as required for the job:-</u>

We propose to utilise a considerable amount of machinery on this project and as such all the above itesm are the most usual and necessary requirements. Unless wagon priorities are provided for the movement of plant and other materials, the entire work will be handicapped and

.....the

the progress will be affected adversely. Also the controlled items of materials required for the works will have to be released as they are required in order to keep up the steady progress of the work. The indents for such materials are examined, scrutinised and approved by the Department and on the recommendations of your department the necessary permits and releases are obtained through the usual channels. The above mentioned items may not be treated as specific conditions of contract put in for this work alone, but due to the present Government controls and restrictions, these facilities are normally extended to contractors by all Government Departments. These are the usual routine arrangements to be made by respective Government Departments, for the progress of the work and we are sure that you will have no hesitation in extending these facilities to us. Further, the materials being under Government control, are not purchaseable in the open market and as such the financial effect in terms of percentage increase in common to all rates of our tender cannot be evaluated and stated as required by you.

4 Permits for C.G.I. sheets and timber for the erection of camps, from the forest departments at usual rates:-

As stated already, we propose to import a large strength of labour and as required under the new Government regulations proper housing is to be provided for the labour. We propose to construct some decent temporary quarters with bullies and C.G.I. sheets and the sheets being under control, we have requested for the release of the same. The supply of timber in bulk from the forest depots will enable us to effect the camps quickly and make proper arrangements. It will also avoid local purchase of timber and consequent rise in prices.

The item being urgent and necessary, it cannot be evaluated in terms of percentage increase in common to all rates.

General:- In general, we have to point out that all the above are the most usual requirements and are in no way affecting the Government financially except for the release of materials as required by us at controlled rates and except for item 2 to some extent.

Regarding our request for entrusting the projects to only a few reliable and experienced contractors, the same has been made in the interest of the scheme from the point of view of smooth working. As stated by our representative at the time of opening of tenders, this need not be considered as a condition of the contract. It may please be noted that employment of a number of petty contractors will creat scamble for local labour available, thus soaring the cost of labour. Attempts may be made for inducing the imported labour, by inducement of higher wages, to leave the work of the contractors who have actually imported the labour. So a few responsible, reliable and experienced contractors can make proper arangements without coming in the way of each other and carry on this large scheme to a successful end. Also there being few contractors, the amount of work entrusted to each contractor will be a reasonably big amount which will enable him to emply special type of machinery and thus avoid entire dependence on manual work alone.

We hope we have explained the situation fully and will be glad to furnish any further information required by you.

We are looking forward for your early acceptance of our tender and orders for the commencement of the work

and we assure you of our best services at all times.

Thanking you,.

.....

" True Copy ".

Headclerk

for S.E. K.I.C

No. G-111/2

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Via Dharwar, 15th Mar.1949.

To

The Secretary to Government,
Public Works Department,
Bombay.

Subject: Tender for the construction of
Ghataprabha Left Bank Canal
Mile No.9 to 13 and mile No.17.

Reference: Continuation of this office Letter No. G.34 dated the 3rd March 1949. p 5 ante

2. As informed therein, I asked Messrs.McKenzies Ltd. to state whether they were prepared to withdraw all conditions stated by them and if not whether they were prepared to quote an increase in rate in lieu thereof.

3. I attach herewith a copy of reply received from them and also messrs.Supreme Construction Co. It will be seen that supply of food grain and that too at existing prevailing rates in Bombay are a condition of contract by M/s. McKenzies Ltd. Similarly, the priority of wagons and release of steel, Diesel and Petrol &c. G.C.I. sheets and timber are also conditions of contracts. pp. 23-25 ante

4. The firm rightly states that these being controlled articles, the same could not be evaluated in terms of percentage increase. If, however, Government want to have the value of this in terms of per centage increase, I would estimate it at 25 to 33 per cent.

5. I think it is only fair that Government accept the supply of grain and release of controlled articles as conditions of contract. I recommend that tender of McKenzies Ltd. for mile No.17 be accepted and their approval intimated without delay to allow works to be started immediately.

6. Orders about the agency of work for the remaining miles i.e., whether by negotiations or otherwise, may please be issued before 19th instant (copy to Executive Engineer, Ghataprabha Left Bank Canal Division,Dhupdal direct), and by wire if decision not taken before 18th instant.

7. Unless we hear to the contrary, the earnest money of contractors for miles 9 to 13 will be returned by the 19th and all contractors for miles 2 and 3 will be informed that their tenders were not accepted, before end of March.

D.A. :- 2
copies of letters.

pp. 21-25 ante.

Superintending Engineer,
Karnatak Irrigation Circle.

BR/13-3.
Compd.by:

P. W. D.
File No. 9194/34
Serial No. 18519

9194/36

Immediate
I.B.(II).

P. W. D.,

Resubmitted together with serial Nos. 18494 and 18519 with ref. to para 2 of the office note dated the 18-3-49.

2. Serial No.18494: In view of the orders issued in G.L.No.9194/3-I.B.(II), dated the 18-3-49, no further action is necessary on the ref.

3. Serial No.18519: The S.E., K.I.C. has submitted copies of the correspondence recd. from M/s. Supreme Construction Coy., and M/s. McKanzies Ltd., for mile No. 17of the G.L. L.B.C. From the letter dated the 2-3-49 of M/s. Supreme Construction Coy. it will be seen that they are prepared to withdraw their conditions reg. the supply of food grains, etc., As their tender is the highest, it is not of much interest to us whether they withdraw or not the condition of supply of food grains etc., M/s. McKenzies Ltd., whose tender is the lowest, are not prepared to withdraw the condition reg. the supply of food grains, etc., The S.E., K.I.C. states in para 5 of his letter dated the 15-3-49 that it is only fair that Govt. accept the supply of grain and release of controlled articles as conditions of contract. The question of supply of food grains etc., to the contractors has been fully considered at pp. 14-17 ante and it has been decided to incorporate the conditions in the modified form as indicated by the D.E.(I) at p. 15 ante. Govt. can only assist the contractor in securing the controlled articles but cannot guarantee the supply of these articles. It is also not possible to agree to the request made by M/s. McKanzies Ltd., of the portion sidelined 'A' at p. 23 ante. The S.E.may be authorised to accept the tender of M/s. McKanzies Ltd., after u.o.r. to the F.D. and he may be asked to incorporate in the tender only modified conditions mentioned at p. 15 ante.

4. With ref. to para 6 of the S.E.,K.I.C's letter dated the 15-3-49, it may be stated that the F.D. did not approve of the proposal of this Deptt. to call for tenders only from the selected contractors. The question whether tenders for the works of the magnitude of Ghataprabha L.B. scheme should be called for from select contractors or by public invitation, is under consideration of the

Public Accounts Committee. It is, therefore, not possible to issue any final orders in the matter as asked for by the S.E.

5. As regards para 7 of the S.E's letter dated the 15-3-49 p.27 the necessary orders p.18 ante have since been issued in the matter to the S.E. and copy thereof is endorsed to the Ex.,Engr. Ghataprabha left Bank Canal Dn. In view of this, no further action is necessary on this point.

BDM 23/3/49

2
GMA
23/3/49.

23/3/49

I think we might consult the Civil Supplies Dept if it would be possible for Govt to specifically guarantee the supply of food grains at a fixed rate and what arrangements it will be possible to make for such large works. 23.3.49

D.I.

Secy (Irrign)

D.O. to FD.

Secy C.S.D.

Arrange

DCO. Bijapur

W. has sent letter

24-3

The point for consideration here is whether there is any objection to the P.W.D. accepting, as part of the contract to be given to Messrs. McKenzies for a certain work, responsibility for supplying foodgrains of a sufficient and suitable type for the labourers. Attention is in this connection invited to their letter dated 19-2-1949 at slip H in the file below. Their particular stipulation is that "foodgrains like rice (coarse and fine), "wheat, bajri, jowar (white), etc. will be "supplied at today's Bombay Ration shop supply "prices to avoid any fluctuation of rates and "prices."

2. Another stipulation which they insist upon and which the P.W.D. appear to consider as reasonable is that all necessary Railway priorities for transport of tools and other materials by Railway wagon should be made available and that all controlled material like steel, coal, kerosene and other oils, etc. should be released to the extent required and that petrol coupons for lorries and transport should be supplied. So far as steel, petrol and coal are concerned, the P.W.D. will probably consider the matter in consultation with the Housing and Home Departments, but we may agree to the supply of kerosene in the same way as foodgrains.

3. Attention is in this connection invited to Mr. Booth's note dated 11-10-1944 at slip O below in the Branch VIII-B file, and the P.W.D. Circular dated 9-11-1944 at page 43 in that file. In particular, please see the concluding portion of paragraph 3 of the Circular, marked A in red pencil. It was decided in those

those papers that the contractors must make arrangements for the supply, to all labour employed in connection with the contract, of food ration cards authorising the workers to buy supplies of rationed and controlled articles such as grain, kerosene, etc. at an authorised rural distribution centre.

4. In the light of these orders, there appears no objection to accepting the responsibility for the supply of foodgrains and kerosene to the contractors, but the supplies will be in the proportions and at the rates prevalent in the district concerned from time to time and will have to be drawn from an authorised rural distribution centre. They cannot be handed over in bulk to the contractors ~~(so far as the normal rations are concerned. If the contractor has to open a canteen, as appears to be his intention, supplies to the extent necessary may be made to him in bulk~~, but the normal rations of the labourers will have to be drawn by them, and not by the contractor, after taking ration cards, and will have to be obtained by them from the authorised R.D.Cs. The insistence on supplies being made in particular proportions and at the rates prevalent at present in Bombay would have to be modified by the contractor, but otherwise the obligation to supply foodgrains can be accepted as part of the contract terms.

P. W. D.
9194/36
Serial No. 22028

No supplies of rationed articles can be given for a canteen, but grain may be supplied to supplement the diet for so long as it remains available. 26/3

PVK.

I agree with the view taken in para 4

S.C.

Hence D.O.

Sr. O.S. to Secy. P.W.D.
C.S.O. No. 324/PWD/II-A dt. 29-3-48

Immediate

I.B.(II).

9194/36/22028

P.W.D.

Submitted.

2. The Civil Supplies Deptt. has no objection to accept the responsibility for the supply of food grains and kerosene to the contractor on the work of mile No.17 of the Gh. L.B.C. but the supplies would be in the proportion and at the rates prevalent in the Dist. concerned from time to time. Moreover, the rations of the labourers should be drawn by them from the authorised Rural Distribution Centre and not by the contractor, after taking ration cards. In view of this, condition (i) proposed at p.15 ante may be modified as under :-

"Govt. shall assist as best as possible in the procurement of food grains and other rationed articles to the contractor in the proportions and at the rates prevalent in the Dist. concerned from time to time. The labourers, and not the contractor, shall draw their rations on their ration cards from the authorised Rural Distribution Centres. No supplies of rationed articles will be supplied for a canteen but gram may be supplied to supplement the diet as long as it is available."

3. Controlled materials like steel, coal, kerosene and other oils etc., will naturally be made available to the Ghataprabha Left Bank Canal Scheme which has been taken up with the object of increasing the production of food grains in this Province. It is, perhaps, not necessary to consult the Housing and Home Deptts. in the matter as proposed by the C.S.D. in para.2 of its office note at pp. 31-32 ante. If it is considered necessary to consult these Deptts. in the matter, then the papers may be marked direct to the Secys. of those Deptts. in order to save time. Otherwise, the papers may be shown u.o. to the R.C.D.

and .....

and the F.D. to agree to this Deptt.'s proposal to accept the tender of M/S. McKenzies Ltd., for mile No.17 of the Gh. L.B.C..

. Thro' D.E.(I.)

8/4/49

8/4/49

2
VSD
7-4

I think the S.E./K.C.C. and the representative of M/s McKenzies Ltd have discussed the question with the Secy (D). It is therefore presumed that we have to await further communication from the Contractor, before passing the orders.

DS.

Secy (Irrgn)

VJ 8/4/49

H.O. to
R.C.D.
F.D.

I have discussed this with SE K.C.C. the Contractor's representative in Afsh. The Afsh has promised to send details of the Scheme which they had in Ratnagiri Dist on the Khanspattan Bridge. That Scheme will have to be approved by CSD.. As regards petrol I have told SE K.C. that he should put up a Tank and ask Burma Shell to instal a pump so that EE that will have nothing to do with the issues. Oil will have to be stored upto the requirements of one two months in tanks to be put up by SE K.C.

Secy (D)

8/4

65

No.G-34

Office of the Superintending
Karnatak Irrigation Circle,
Dharwar, 4th ~~March~~ April 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Tenders for the construction of
Ghataprabha Left Bank Canal.

Reference : Government letter, P.W.D., No.9194/38-
dated the 18th March 1949.

2. The contents of para 2 of the Government letter und
reference are noted.

3. The word "therefore" in sentence 2 of para 3 of
Government letter under reference is, I presume, redundant.
earnest money was taken for miles 9 to 13 and tenders wer
form (not A-1 or A-2). As directed by Government, earnes
taken for the tenders of these miles is being returned by
tive Engineer.

Tenders for mile 4 to 8 were in A-2 form and the
miles 2 and 3 were called as quotations. None of these te
quotations are accepted.

4. Tenders for these lengths will be called afte
of Government regarding Mile 17.

Superintending Engineer,
Karnatak Irrigation Circle.

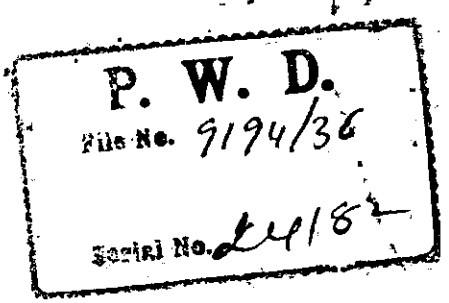
D.A.Nil

Y/29.3

Copy forwarded with compliments to the Executive
Ghataprabha L.B.C.Dn.,Dhupdal, for information & guidance.

mpd.by.
13

Tender forms in B1 and B2 for all these lengths please be drawn out and sent to this office for sent to Government as required by Rules.



No.C/3096 6th April, 1949.

The Superintending Engineer,
Karnatak Irrigation Circle,
DHARWAR.

Dear Sir,

Re: CANAL WORK FOR GHATAPRABHA PROJECT.

With reference to the personal interview our Mr. Apte had with you in Bombay regarding the above project, we had requested for the supply of foodgrains for running a grain shop for our workmen engaged on the project and also a canteen for their use. We had requested that the price of the grains should be fixed as was ruling on the date of tender for supplies made to grain shops in Bombay.

As per discussions we had, we note that the Government will not be willing to supply the grains at a fixed price as was ruling on the date of the tender for supplies made to Bombay grain shops, but the food grains as required by us, viz. rice (coarse & fine), wheat, bajri and jowar (white) will be supplied at the ruling rates charged to the grain shops in the district. It was suggested that our labour should be asked to obtain the usual ration cards and take the grains from the nearby grain shops. Also canteen if run will not be provided with food grains. After due consideration we would like to accept the first part, viz. that the food grains as required by us will be supplied and charged at the ruling rates prevailing in the district for charging to the grain shops.

-2-

Regarding the question of asking the labour to obtain grains from the nearest grainshops, as explained to you personally, it involves a loss of one working day at least per week for each individual to go to the grain shop to obtain his requirements of the grain for the week. Even with this loss of one day, the person concerned may not get his full quota of all the types of grains and may be required to go for another day to get the complete quota. In order to avoid all these difficulties and for giving facilities to the large number of workmen employed, it is quite ou usual practice to open a grain shop managed by us to supply the necessary grains to our workmen very near to the camp site. The hours of this grainshop are so arranged so that the workmen can get their grains after completing their day's work. Very often other facilities like putting up a grinding mill or even supplying ground corn, are given by us to the workmen in order to reduce the difficulty about the time lost in getting the grains ground by taking the same to the nearest grinding mill. So you will kindly see from the above that it is quite essential for us to have the grain shop so as to suit the needs of the workmen very near the site of their camp and this grain shop will be run on the usual lines as other fair price shops. For your information, we may mention that we were allowed to run a grain shop for our workmen at our works for the contract of the Kharepatan Bridge. In our opinion, it is quite essential that we must provide for a number of suitable grainshops for use of our men at the various points of work site so as to keep a constant supply to them. Since we will be working in an area where there will be no villages or even convenient roads, it will be quite essential for us to provide a canteen for our staff and workmen, as after they have worked for the full day, it will not be possible for them to cook their meals themselves or to go to some nearby place where ready cooked food will be available. Hence a canteen is very essential on such contracts where the entire staff will be dependent of the supplies from this source alone for their ready cooked meals. Even in the case of Mills and big workshops, Government gives encouragement for running canteens for their workmen and we would like to get the same encouragement from you, when we are thinking of providing the facility of a canteen for our workmen, who will be working far away from towns or even villages.

On the Kharepatan Bridgework in addition to the grain shop, we had our own canteen for which food grains were entirely provided by the Govt. Full accounts of the grains issued, consumed and supplied were rendered to the Supply Department at the end of each month when fresh supplies of food grains were made for the next month.

From the above, we hope you will please find that our request is most reasonable and essential and that you will kindly make the necessary arrangements to extend this facility to us.

Thanking you,

We are,
Yours faithfully,
For McKENZIES LIMITED,

Copy to:-

1) The Chief Engineer & Secy to the Govt. of Bombay, P.W.D., Bombay, for information.

2) The Executive Engineer, Ghataprabha Canal Works Divn., Dhupdal, for information.

BVA/SH.

I.B.(E).O.N. ~~42~~ 112

Acknowledged under No. 9194/36-J.B.(E) dated the 13th April 1949.

McKenzie Press
Mdse 6000T.

13/4/49 Issued 13/4

12-4-49

I informed Mr Mackie of Macnaghten Ltd to supply me details of the Hairdressing & Tea Canteen which they had to establish. He has promised to do so. They may be awarded.

Thanks

Secret 13/4 9.4.49

No. G.34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 11th April 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Canal work for Ghataprabha Project.

Reference : Letter No.C/3096 dated 6th April 1949, from M/s.McKenzies Ltd., Bombay, addressed to this office and copy endorsed to Government.

2. I strongly recommend that the request of Messrs. -- McKenzies & Co. should be granted and that their tender for mile 17 should be accepted immediately.

Superintending Engineer,
Karnatak Irrigation Circle.

D.A.Nil.

Copy forwarded to the Executive Engineer, Ghataprabha L.B.C.Dn.,Dhupdal, with reference to letter quoted above.

RGY/10.4
compd.by.

IBW 16/4

P. W. D.

File No. 91.94/36

No. 25481

2.63 IL

Graph
15/4

TELEPHONE NOS:- 60007-8-9.
TELEGRAMS: "SAWMILLS"

McKENZIES LIMITED

ENGINEERS, CONTRACTORS
& TIMBER MERCHANTS.
HEAD OFFICE & SAWMILLS:
SIWRI, BOMBAY.

CODES:
BENTLEY'S
SECOND & PRIVATE

POST BOX NO. 925

INDIAN ROADS & TRANSPORT DEVELOPMENT ASSOCIATION LTD. SUPPORT ROAD DEVELOPMENT

Indian Engineering Assoctation.

Ref.No.C/3173. BOMBAY, 19th April, 1949.

The Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar.

Dear Sir,

Subject:- Tender for the construction of Ghataprabha Left Bank Canal mile No.9 to 13 and mile No.17.

In continuation of our letter No.C/3096 dated 6-4-49, we give herebelow further details of the arrangements regarding the Grain Shop and Canteen we had at Kharepatan, for your information :-

GRAIN SHOP:

We approached the District Magistrate through the Executive Engineer, Ratnagiri Division, and we were allowed to run a Grain Shop for the exclusive use of our men employed on the contract and their families. The Mahalkari of Kankavli under whose revenue jurisdiction the work was being carried out was asked to allot 15 bags of different types of grains for just starting the grain shop. At the beginning of every month we just used to give them the approximate strength of people working then and the expected variation in the strength during the course of the next month. On this strength we used to indent the grains for one month. The Mahalkari issued us the permit for the required quantities of grains, asking us to pay the amount in the treasury. After paying the amount into the treasury, we used to get the delivery of the grains from the Government godown at Kharepatan. The rations were then supplied to

---- ------MENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL.

the various workmen once a week. We had issued our own ration cards to each head of the family with the people putting up with him and ration was used to be issued on the strength of these cards every week. An account of the grains received, issued etc. was maintained in the books and these books and stocks were inspected and checked by the Rationing Department staff from time to time. At the end of each month, we used to send a statement giving details of the grains received, issued, etc. during the course of the month and the stocks left on the last day of the month and new demands for fresh supplies were made for the subsequent month. We would like to request you to kindly allow us to issue 3.1/8 Bombay seers of foodgrains per week per adult, with an extra ration of one Bombay seer for heavy manual labour.

CANTEEN:

In consultation with the District Collector and the Executive Engineer, it was decided that a canteen should be opened for the use of the workmen and the staf A standard meal consisting of fixed quantity of rice, bread (wheat and/or jowar) and vegetables and Dhal was used to be served to the workmen, as per their demand. It was found that full advantage was taken by the workme of this canteen, as it was economical than the meals served in hotels elsewhere. Also it being situated on the site of works itself, it saved a lot of their time. Food grains depending on the quantity of meals served was used to be issued from the grain shop to this canteen. A separate account on the standard form was used to be rendered for the canteen showing the quantity of grains issued from the grain shop, number of meals served, actual grains consumed by the workmen and the stock on the last day of each month.

In conclusion, we have to bring to your kind notice the absolute necessity of our having own grain shop so that we can supply the grains to the workmen at convenient hours without causing them the loss of one full working day just for obtaining the grains. Also other facilities like grinding mill etc. can be given by us if necessary in bulk.

McKENZIES LIMITED.

Regarding the canteen, especially on this job, where we will be working far away from any town or even a big village, a canteen will have to be provided for the convenience of the labour and the staff and food-grains for the canteen will be issued from the grain shop as per rules framed by the Government for this purpose.

We hope you will find our request most reasonable and will agree to the same.

Thanking you,

We are,
Yours faithfully,
For McKENZIES LIMITED.

Copy to:-

1) The Chief Engineer & Secy.
to the Govt. of Bombay,
P.W.D.,Bombay, for
information.

2) The Executive Engineer,
Ghataprabha Left Bank Canal Divn.,
P. O. Ghataprabha,
Dist. Belgaum, for information.

BVA/SL.

I.B. (II)

Acknowledged under no. 9194/36-I.B. (II), dated the 21st April 1949.

21/4/49

21-4-47

Issued 21/4

9194

dated the 21-4-47

IB II

9194/36

26852

9 [illegible]

9194/36/26852

P. W. D.

Immediate

I.B.(II)

Submitted together with serial Nos. 24182, 24300 and 25481 with ref. to the notes passed on p. 36 p 42 p 44 p 36

2. Serial No.24182. No further action is necessary on the ref.

3. Serial Nos.24300,25481 and 26852: M/s McKenzies,Ltd., agree to the supplies of food grains being made available to them at the rates prevailing in the Dist.: Please see the portion side lined 'A' on p. 37 ante. It, however, appears from it that they are under the impression that food grains as required by them, viz. rice (corse and fine), wheat, bajri and jawar (white), will be supplied to them by Govt. Govt. cannot commit itself to supply particular kinds and varieties of food grains. Whatever kinds and varieties are available in the Dist. concerned will be supplied and not necessarily those reqd. by the contractors. This may be made clear to them by the Ex.Engr. before finalising the tender.

4. M/s McKenzies, Ltd., state that they were managing the distribution of food grains and were running a canteen for their labourers on the works of Kharepatan Bridge in Ratnagiri Dn.- Ghataprabha Left Bank Canal scheme is to be completed within a period of 3-4 years and has been taken up by Govt. to increase the production of food grains. The contractors have fully explained the practical difficulties which the labourers will have to undergo if they are to draw their rations from the Rural Distribution Centres and to go to nearby villages to take their meals: more than a day in a week will be lost by the labourers to secure their one

week's .....

week's ration and will have to go a long distance from the site of the work to take their meals. In order to have no loss of working days in securing the rations and to show better progress on the work, it is quite essential that the Contractors should manage the distribution of food grains and run canteens for their labourers as they did in the case of Kharepatan Bridge. In the circumstances, the C.S.D. may be requested again to allow M/s MeKenzies Ltd. to make a similar arrangement, as they did on Kharepatan Bridge, on the ~~S.C.R.~~ L. B. C. also in the interest of the work.

BDD
21/4/49

2.
VDD.
21-4-49.

I agree; The C.S.D is requested to treat this matter as very urgent.

KJ 21/4/49

Dy.

Will Jt Secy CSD tell us whether such a canteen will be permitted & whether distribution will be permitted.

Secy (S)

21/4

Jt Secy C.S.D.

Secy (S) to discuss.

21/4

The P.W.D. note at page 51, particularly part 4 of that note, may please be read. It has been suggested there that instead of giving ration cards to the workers and leaving them to obtain supplies from the R.D.Cs., the distribution work may be entrusted to the contractor himself so as to save the labourer the task of obtaining his rations every week after spending considerable time. The second suggestion is that as the Co. was allowed to open a canteen when they were in charge of the contract of the Kharepatan bridge during the last control days, and as it would be very necessary for them to have a canteen this time, as the labourers would be working in an isolated place, where there would be no hotels and the like amenities, that facility deserves to be extended to the workers again.

2. As regards the first point, we do not know what the number of labourers on the work is going to be, but if it is fairly large, it would be possible to permit the opening of a shop near the site of the work itself, mainly (though perhaps not exclusively) for the use of the workers, but if the number of workers is small, the running of a shop would be uneconomical. The workers will have to draw their rations from the R.D.C. to which the place of the work would be affiliated. The Co. may be asked to apply later for such an arrangement in case it is found necessary in the light of these remarks. If they are allowed to open a shop, it would, of course, be subject to all the rules and regulations which apply to the Authorised Distribution Centres, and the Co. would only be an agency

agency working on behalf of Govt. like the other similar agencies. | A

3. As regards the second point, it appears to be true that the Collector of Ratnagiri had given the Co. the facility of canteen supplies in connection with Kharepatan bridge. However, the food situation then was such that Govt. was in a position to give that facility to all similar works in charge of contractors if they could afford to open a canteen for their workers; in fact, canteen principle was then encouraged by Govt. as much as possible. In view of the difficult food situation at present, however, Government has reluctantly decided to restrict the canteen facility to certain categories of works to which the present undertaking would not belong. In case the food situation improves hereafter, it may be possible to extend that concession at a later stage. As for the present, Govt. have reluctantly decided that the facility cannot be extended to works like the present one.

Sec'y. P.W.D. I(1) 28/4

P. W. D.
File No. 9194/36
Serial No. 28533

9194/36/28533

Tender of M/s. McKenzies Ltd., Bombay, for mile No. 17 of the Ghataprabha Left Bank Canal Scheme.

Immediate. P. W. Deptt.

I.B.(II).

Submitted.

2. In view of the difficult food situation prevailing at present, the C.S.D. is unable to allow M/s. McKenzies to run a canteen for their labourers on the above work. That Deptt. states that it may be possible to extend the concession to the present case at a later stage in case the food situation improves hereafter.

As regards the distribution of food grains among the labourers by the Contractors, the C.S.D. states that the workers will have to draw their rations from the Rural Distribution Centre to which the place of work will be affiliated and that the Coy. may be asked to apply later for such an arrangement in case it is found necessary.

The S.E., K.I.C. will be asked to communicate the above to the Coy. while returning the tender papers to him.

3. The papers may now be shown U.O. to the R.C.D. and the F.D. to agree to this Deptt's. proposal to accept the tender amounting to Rs. 12,04,137 for the above work.

2 SAM. 29/4/49.

BSN 29/4/49

I Think before the papers are shown to the R.C.D and F.D. it is necessary to be assured that the Contractor would be prepared to agree to accept the tender finally for Rs 12,04,137, inspite of remarks in

P.T.O.

S.S. Secy.(Irrgn) U.O. to R.C.D. & F.D.

unfavourable reply from the C.S.D. regarding

the facility for opening the canteen for

the labour comp. etc. The S.E/K.I.C may

therefore be requested to discuss the

tender with the Contractor in the light of

these developments and submit it

finally for acceptance at hand.

kjg 29/4/49

I have discussed the question with Mr Seay COD. The contractors might be allowed to open a canteen but no rationed articles will be supplied for that purpose

The COD will open the shop themselves if the labourers are sufficiently large. I believe it is so.

Send for the representatives of Contractors here. We can settle the matter here only

Seay (9)

29/4/49

Secy

No. G·34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 28th April 1949;

To

The Secretary to Government,
Public Works Department,
Bombay.

Subject: Mile No.17 of Ghataprabha Left Bank Canal :
Tender by Messers. McKenzies.

Reference: G.L.,P.W.D.,No.9194/36-I.B.(II), of 18-3-49.

2. The contractors had consented to keep their offer open upto 30th April 1949 only. I, therefore, request final decision to be taken before then. If no communication is received by then, the tender will not be binding on the contractors and their earnest money will have to be returned.

Superintending Engineer,
Karnatak Irrigation Circle.

BR/27-4.
Compd.by:SM

Copy to the Executive Engineer, Ghataprabha Left Bank Canal Division, Dhupdal with reference to his Exp.letter No. A-31 dated the 26th April 1949.

I (W) 36

P. W. D.
File No. 9194/36
Serial No. 29470

2nd P
3/5

I P. II
2-5-37

129 ~~57~~ 9194/36/29420

P. W.D.

I.B.(II)

Resubmitted (together with serial no. 29420) with the necessary draft for appl. p 58 plan put

2. As regards the Secy. (Irrign)'s presumption that the C.S.D. will open the shop themselves if the labourers are sufficiently large, attention is invited to the portion sidelined 'A' of the C.S.Ds. note on pp. 53-54 ante. From that it will be seen that the contractors may be allowed to open a rationshop but the shop will be subject to all the rules and regulations which apply to the Authorised Distribution Centres. p 56

B

3. Serial no. 29420: For information. p 58

BDP 4/5/49

Contractor's representative came & saw me

B was agreed to by Contractor's representative

I explained the position of canteen. We can press for the opening of the Canteen at later date. Other steps to get the hands adjourned shd. undertaken by Mistha

Secy (Irrign)

Very Urgent
No.9194/36-I.B.C(II) ~~60~~ 130

To

M/s. McKenzies Limited,
Engrs, Contractors & Timber Merchants, Sion, Post Box No. 925,
Bombay.

W/be issued as the Contract Bkt. P.W.D., May 1949.
Cancelled
Due on 4.5.49

Subject:- Tender for the construction of mile No. 17 of the Ghataprabha Left Bank Canal.

Dear Sirs,

With ref. to the correspondence ending with your letter No. C/3893, dated the 19-4-49, addressed to the S.E., K.I.C. and copy endorsed to this office, on the subject mentioned above, I am directed to request you kindly to send your representative to meet the Chief Engr. and Secy. to the Govt. of Bombay, P.W.D., (Irrgn), in his office on the second floor of the P.W.D. Secty. building ~~on any working day~~ on 6th May 1949 at 11 a.m.

P 45

D.A. Nil.

Yours faithfully

Secy (Irrg)

4/5/49

Letter returned.

1941/36/29420

Very Urgent
I.B.(II)

P.W.D.

Resubmitted with ref. to the orders on p.59 ante.

2. The papers may now be refd. u.o. to the R.C.D. and the F.D. as proposed in para. 3 of the officer's note p.55 dated the 29-4-49 and these Deptts. may be requested to treat the case as "Very Urgent".

B.P.P.
4/5/49

4/5/49

u.o. to R.C.D. and F.D. (with tenders)
Very Urgent
Issue ucc (15-5-49) 6-5

5/5

RECONSTRUCTION DEPT.
File No. P.W.D. 1941/36/29420
6 MAY 1949
Serial No. A

File 1361 to C.S.
5/5/49.
Recd back on 16/5/49

Rcd
PWD 1941/36
29420

These pp., which relate to the question of accepting the tender of M/s McKenzies Ltd. for mile No. 17 of the Thatapraba Left Bank Canal Project, may be seen & passed on u.o. to the FD

13/5

FINANCE DEPARTMENT
File No.
Date 16-5-49
Serial No. A

Recd on 16/5/49

x with tenders etc.

13/5

u.o. to PWD dt. 13-5-49

Finance Department, A.

Please see para 7 of the S.E.'s letter at page 6 *ante*., and the P.W.D. Dy. Secy's note dated 16.3.49 at pages 15-16 *ante*.

In the circumstances stated, the P.W.D proposal to accept the tender of Messrs. Mackenzie Ltd; amounting to Rs. 12,04,137 may be accepted.

18.5.49

19.5.49

L'L.

D.S.(B)

U.R. of the P.W.D dt. 20.5.49 (Work-Tenders.)

9 B II 21/5.

1

9194/36

34212

I B II

21/5

No.9-34.

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 26th April 1949.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Tender for the construction of Ghataprabha Left Bank Canal mile No.9 to 13 and mile No.17. Grain shop and Canteen facilities.

Reference : Letter No.C/3173 dated the 19th April 1949, from M/s.McKenzies Ltd., Dewri, Bombay, addressed to this office and copy sent to Government.

2. I strongly recommend that Messrs.McKenzies should be allowed the same concessions viz. the Grainshop and canteens as they had at Kharepatan and that their tender for mile 17 may be sanctioned.

Superintending Engineer,
Karnatak Irrigation Circle.

I.B.(II) P.W.D.

Submitted.

2. The main papers on the subject are under ref. to the R.C.A and the F.D. dt. 5-5-49. The necessary action will be taken on the ref. when the main papers become available.

Await.

10/5/49

10/5/49

I(11)30/49

9194/36

9101

No. C.34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 10th May 1949.

To

The Executive Engineer,
Ghataprabha Left Bank Canal Division,
P.O.Ghataprabha.

Subject: Commencement of the work in first 3 miles departmentally.

Reference: Your letter No.G-111/2 dated 20- -1949.

2. The work in only the first mile of the canal should please be started departmentally. The actual rates of working should please be watched for a month and a detailed report showing comparison of actual rates with those provided in the estimates should then be submitted to this office to see if Government need to be approached.

D.A: nil

Superintending Engineer,
Karnatak Irrigation Circle.

Copy forwarded with compliments to the Secretary to Government, Public Works Department, Bombay for information.

2. The Executive Engineer has been asked to take up the work in first mile, as an experimental measure.

BR/10-5.
Comp. by:

I.B.(II) P.W.D.

Submitted for information.

2. Return of the main file from the R.C.D. and the F.D. may be awaited. Those Depts. have been expedited separately for the return of the papers.

Thro. D.E. (I)

17/5/49

17/5

18/5

19/5

P. W. D.
Diary No. 9194/36
Dated 31/5

9194/36/29420.

P.W.D.

I.B.(II).O.N.

The R.C.D. and F.D. expedited under No. 9194/36-I.B(I) dated the 12th May 1949 marked 'Very Urgent' for the return of papers (File No. 9194/36/29420) reg: tenders for mile No. 17 of the Ghataprabha Left Bank Canal Scheme in Belgaum Dist.

Issued 13/5/49

A.D.O. 12/5/49

12-5-49

Issued C/O. 13/5

Issued 13/5

9194/36/31915.

P. W. D

Very Urgent.

I. B.(II).

Submitted.

2. The R.C.D. and the F.D. have agreed to this Deptt's. proposal to accept the tender amounting to Rs.12,04,137/- of M/s McKenzies Ltd. for mile No.17 of the Gh.L.B.C. scheme. The necessary draft put up to the S.E.,K.I.C. may issue after submission to the H. M., P.W.D.

Thro. Con.Br.,A.B.(II), and D.E.(I).

VDD.
25-5-49.

D.S.

H.M. P.W.D

Very Urgent. Letter.

No.9194/36-I.B.(II). P. W. D.,
B.C., 6th ~~May~~ June 1949.

To

The S.E.,K.I.C.

Subject: Tender for mile No.17 of the Ghataprabha Left Bank Canal Scheme.

Reference: Correspondence resting with your letter No.G-34, dated the 26-4-49. p 63 ante

2. Your proposal to accept the tender amounting to Rs.12,04,137/- of M/s McKenzies Ltd., for mile No.17 of the Gh.L.B.C. Scheme, is appd. The conditions reg. the supply of controlled articles etc. as stipulated by M/s McKenzies Ltd., should be modified on the following lines :-

p 33

(a) Govt. shall assist as best as possible in the procurement of food grains and other rationed articles to the contractors in the proportion and at the rates prevalent in the Dist. concerned from time to time. The labourers, and not the contractors, shall draw their rations on their ration cards from the authorised Rural Distribution Centres. No ~~supplies of~~ rationed articles will be supplied for a canteen but gram may be supplied to supplement the diet as long as it is available.

(b) Govt. shall arrange to procure licenses and priorities for controlled articles at controlled rates.

(c) Govt. shall arrange for priorities of Railway waggons reqd. for the transport of materials, machinery ....

machinery, etc., as far as possible.

(d) Petrol coupons shall be made available in quantities considered necessary by the Ex.Engr., Gh.L.B.C. on the provided the Contractor para 3 on p. 51 ante submits proper accounts

Before finalising the contract, you are requested to instruct the Ex.Engr. Gh.L.B.C. Dn. to make it clear to the contractors that ~~whether~~ whatever kinds and varieties of food grains that will be available in the Dist. concerned will be supplied to their labourers and not necessarily those asked for by them viz. rice (coarse and fine), wheat, bajri and jowar (white). It should also be made clear to the contractors that no claims for compensation would be entertained by Govt. in case the progress of their work suffers on account of delay in the timely supply of some of the articles, for reasons beyond the control of the P.W.D., but their time limit only would be suitably extended on that account.

by separate note on 16 ante

3. As regards the requests of M/s McKenzies Ltd., made in their letters No.C/3096, p. 37 dated the 6-4-49 and C/3173, p. 45 dated the 19-4-49, addressed to you and copy endorsed to this office, to allow them to manage the distribution of food grains and to run canteens for their labourers, they may be informed that Govt. may allow them to open a shop for the distribution of food grains near the site of the work itself mainly (though not exclusively) for the use of workers, if the number of workers is fairly large. The running of a shop will be uneconomical if the number of workers is small. The workers of the contractors should draw their rations from the ~~R.D.C.~~ Rural Distribution Centre to which the place will be affiliated. In case the number of workers is large and the opening of a separate shop is considered necessary by

subject to all rules & regulations which apply to the Authorised Distributor

the .....

the contractors, they should apply for the same later on. In the existing serious food situation, it is also not possible to allow the contractors to open canteens for their labourers. The contractors may be allowed to open canteens at a later stage in case the food situation in the Province improves hereafter.

4. Reg. petrol etc. reqd. for the work you are requested to take early action, as directed in G.L. No.5407/36-(10)-Con.I, dated the 14-4-49, to get the petrol pump and tanks installed and to have the requirements of over two months stored therein by M/s Burma-Shell Oil Storage and Distributing Coy.

5. You are requested to report to Govt. as soon as the contract with M/s McKenzies Ltd., is finalised and permission to start work is given to the contractors.

6. The accompts. recd. with your letter No.G-34, dated the 3-3-49 are returned herewith.

By order etc.,

Copy forwarded to -

the F.D.,
the A.G.,Bombay,(thro; F.D.),
the Ex.Engr.,Ghataprabha Left Bank Canal Dn.

VDD.
25-5-49.

ISSUED
with D.A.

Letter.

Very Urgent.

No. 9194/36-I.B.(II). Public Works Department.
Bombay Castle, 6th June 1949.

To

The Superintending Engineer, Karnatak Irrigation Circle.

Subject:- Tender for mile No. 17 of the
Ghataprabha Left Bank Canal Scheme.

....

Reference:- Correspondence resting with your letter No. G-34, dated the 26th April 1949.

2. Your proposal to accept the tender amounting to Rs. 12,04,137/- of Messrs. McKenzies, Limited, for mile No. 17 of the Ghataprabha Left Bank Canal Scheme, is approved. The conditions regarding the supply of controlled articles, etc., as stipulated by Messrs. McKenzies, Limited, should be modified on the following lines:-

(a) Government shall assist as best as possible in the procurement of food grains and other rationed articles to the contractors in the proportions and at the rates prevalent in the District concerned from time to time. The labourers, and not the contractors, shall draw their rations on their ration cards from the authorised Rural Distribution Centres. No rationed articles will be supplied for canteen but gram may be supplied to supplement the diet as long as it is available.

(b) Government shall arrange to procure licenses and priorities for controlled articles at controlled rates.

(c) Government shall arrange for priorities for Railway wagons required for the transport of materials, machinery, etc., as far as possible.

(d) Petrol coupons shall be made available in quantities considered necessary by the Executive Engineer, Ghataprabha Left Bank Canal, provided the contractors submit proper accounts.

Before finalising the contract, you are requested to instruct the Executive Engineer, Ghataprabha Left Bank Canal Division, to make it clear to the contractors that whatever kinds and varieties of food grains that will be available in the District concerned will be supplied to their labourers and not necessarily those asked for by them viz. rice (coarse and fine), wheat, bajri and jowar (white). It should also be made clear to the contractors that no claims for compensation would be entertained by Government in case the progress of their work suffers on account of delay in the timely supply of some of the articles, for reasons beyond the control of the Public Works Department, but their time limit only would be suitably extended on that account.

3. As regards the requests of Messrs. McKenzies, Limited, made in their letters No. C/3096, dated the 6th April 1949, and C/3173, dated the 19th April 1949, addressed to you and copy endorsed to this office, to allow them to manage the distribution of food grains and to run canteens for their labourers, they may be informed that Government may allow them to open a shop for the distribution of food grains near the site of the work itself mainly (though not exclusively) for the use of workers, subject to all rules and regulations which apply to the Authorized Distribution Centres, if the number of workers is fairly large. The running of a shop will be uneconomical if the number of workers is small. The workers of the contractors should draw their rations from the Rural Distribution Centre to which the place will be affiliated. In case the number of workers is large and the opening of a separate shop is considered necessary by the contractors, they should apply for the same later on. In the existing serious food situation, it is also not possible to allow the contractors to open canteens for their labourers. The contractors may be allowed to open canteens at a later stage in case the food situation in the Province improves hereafter.

4. Regarding petrol, etc. required for the work you are requested to take early action, as directed in Government Letter No. 5407/36-(10)-Con.I, dated the 14th April 1949, to get the petrol pump and tanks installed and to ~~xxf~~ have the requirements of over two months stored therein by Messrs. Burma-Shell Oil Storage and Distributing Company.

5. You are requested to report to Government as soon as the contract with Messrs. McKenzies, Limited, is finalised and permission to start work is given to the contractors.

6. The accompaniments received with your letter No. C-34, dated the 3rd March 1949, are returned herewith.

By order of the Governor of Bombay,

for Secretary to the Government of Bombay,
Public Works Department.

D.A.-Tenders, comparative statements, etc.

Orders issued after consultation with Finance Department.
Notes remain with this Department and can be seen when required.

Copy forwarded to -

the Finance Department,

the Accountant General, Bombay (through the Finance Department),

the Executive Engineer, Ghataprabha Left Bank Canal Division.

ISSUED
on 7/6/49

KCJ&I/6-5-49.

No. G-34.

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Via Dharwar: 10th June 1949.

To

Messrs. McKenzies Limited,.....
Post Box No. 9 2 5,
B O M B A Y.

Subject :- Tenders for Ghataprabha Left Bank Canal Mile 17.

Reference: Your letter No.CD/101/3569 dated the 3rd June 1949.

Dear Sirs,

Orders of Government regarding your tender for Mile No. 17 of the Ghataprabha Left Bank Canal are still awaited. I am again requesting Government to issue early orders in the matter and the decision will be communicated to you as soon as the orders are received.

Yours faithfully,

Superintending Engineer,
Karnatak Irrigation Circle.

D.A. Nil.

VSD/8.6.
Compd.by:-

Typed overleaf

Copy with a copy of the Firm's letter referred to above, forwarded with compliments to the Secretary to Government, Public

Works Department Bombay, with reference to para 2 of Govt. letter 9194/36-I.B.(II) dated the 18th March 1949 and this office letter No.G-34 dated the 28th April 1949.

?. Government orders in the matter may kindly be issued early.

McKENZIES LIMITED

Post Box No.925
Bombay 3rd June 1949.

The Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar.

Dear Sir,

Re; Tenders for Ghataprabha Left Bank Canals - Mile 17.

I(11)13/6

We have to bring to your kind notice the fact that tenders for this contract were submitted by us in February 1949, and we have not yet been informed of your decision regarding the above tender.

Since it is nearly four months that the tenders were submitted, we hope that very early decisions will be taken regarding the above tender.

9194/36

38485

Thanking you,

We are,

Yours faithfully,
For McKenzies Ltd.

Sd/ x x x x x

I

Copy to: The Executive Engineer, Ghataprabha Left Bank Canal, Dhupdal, Gokak, Dist. Belgaum.

TELEPHONE NOS:- 60007-8-9.
TELEGRAMS: "SAWMILLS"

McKENZIES LIMITED

ENGINEERS, CONTRACTORS
& TIMBER MERCHANTS.
HEAD OFFICE & SAWMILLS:
SIWRI, BOMBAY.

CODES:
BENTLEY'S
SECOND & PRIVATE

POST BOX NO. 925

Indian Engineering Association.

BOMBAY, 14th June 1949.

No.CD/ 157/3699

The Superintending Engineer,
Karnatak Irrigation Circle,
Via Dharwar.

Dear Sir,

Sub:- Tenders for Ghataprabha Left Bank Canal Mile 17.

Ref:- Your No.G-34 dated 10-6-1949.

We thank you for your above letter stating that orders from Government are still awaited for taking a final decision in the matter of the tenders for Mile No.17 Ghataprabha Left Bank Canal.

The tenders for this contract were submitted in February 1949 and we hope very early decision will be taken in this long pending contract.

Thanking you.

Yours faithfully,
For McKENZIES LIMITED,

BVA/FDS.

Copy to:- The Chief Engineer & Secretary,
Public Works Dept., Bombay,
for information.

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR CONTROL.

P.W.D.

Govt orders on the Subject have already been issued. This will be kept with the main papers which are with the Dy. Secy.

17-6-49

9 BII 16/6

F.
9194/36
39279

I & L
5-5

TELEPHONE NOS:- 60007-8-9.
TELEGRAMS: "SAWMILLS"

SUPPORT ROAD DEVELOPMENT
INDIAN ROADS & TRANSPORT DEVELOPMENT ASSOCIATION LTD.

Engineering Association.

McKENZIES LIMITED

ENGINEERS, CONTRACTORS & TIMBER MERCHANTS.
HEAD OFFICE & SAWMILLS: SIWRI, BOMBAY.

CODES: BENTLEY'S SECOND & PRIVATE

POST BOX NO. 925

153

No.CD/101/2201A BOMBAY, 20th June 1949.

The Superintending Engineer,
Karnatak Irrigation Circle,
DHARWAR.

Dear Sir,

Sub:- Tender for mile No.17 for the Ghataprabha Left Bank Canal Scheme.
Ref:- Your letter No.G-34 dated 17-6-49.

We are in receipt of your above letter and the copy of the extract of paras 2 and 3 of Government letter, P.W.D. No.9194/36-I.B.(II) dated 6-6-49, modifying certain conditions regarding the supply of food-stuffs, supply of controlled materials, wagon priorities etc.

We have given careful consideration to the above modifications proposed and we agree to these modifications suggested by your Department.

The conditions stipulated by us were put in in the interests of the work so that the work may be carried out smoothly, speedily and successfully.

Your general agreement to these conditions with certain reservations is much helpful and we hope we will carry out the contract very successfully with your cooperation and help.

Thanking you,

We are,
Yours faithfully,
For McKENZIES LIMITED.

Copy to:
The Chief Engineer & Secy. to the Govt. of Bombay,
P.W.D., Bombay, for information.

RE CONTINGENT UPON
S AND OTHER DELAYS
EYOND OUR CONTROL.

BVA/SL.

P.W.D.

Submitted for information pp. 8-15

2 Orders on this case have already been issued as at pp. 7 ante. 15-75

No action is necessary on Revnl Nos 38485, 39279 & 40742 pp. 79-83

YBL
9-7-49

Hyd/7/69

D.C.

A.P.
9/7

I(11) 2'KV

P.
9/24/36
40742

J
P.H
6/12
9/6

No. G-34 Office of the Superintending Engineer,
Karnatak Irrigation Circle
Via Dharwar, 15th June 1949.

TS

The Secretary to Government,
Public Works Department,
Bombay.

88

Subject: Tenders for the construction of the Ghataprabha Left Bank Canal.

Reference: Government letter No.9194/36-I.B.(II) dated the 18th March 1949.

2. A reference is requested to para 3 of the above Government letter. In view of the general tendancy noticed among the contractors of repute to quote very high rates for special types of works like Canals, and in view of the necessity of carrying out such works under rigid specifications to satisfy the requirements of soil mechanics, it is desirable that a substantial portion of the work should be carried out departmentally. It is already contemplated to resort to mechanization to reduce the period of construction and get over the labour problem. In that case, it may not be possible to give out all the work on regular contracts in B-1 and B-2 forms.

3. In the circumstances, the Executive Engineer, Ghataprabha Left Bank Canal Division is being asked to carry out various portions and items of the canal work either departmentally or on rate lists or piece work or B-2 tenders as the situation demands, under exceptions to par 191 of the Bombay P.W.D. Manual Volume I. This may kindly be approved.

D.A: nil

15/6

Superintending Engineer,
Karnatak Irrigation Circle.

Copy forwarded with compliments to the Executive Engineer, Ghataprabha Left Bank Canal Division, P.O.Ghataprabha, for information and guidance.

BH/15-6.
Compd.by:

9194/36
39230

9144/36/3923

P.W.D.

I.B.C(II)

Submitted.

2. In the circumstances stated in para 2 of his letter dated the 15-6-49, the S.E., K.I.C. has asked the Ex. Engr., Ghataprabha Left Bank Canal Dn. to carry out various portions and items of the canal work either departmentally or on rate lists or piece-work or B-2 tenders as the situation demands under exceptions to para. 191 of the Bombay P.W.D. Manual Vol. I. The S.E's. action may be appd.

P.81 ante.

As per draft put up for appl.

3. Receipt of a reply to para. 5 of the Q.L. at P. 75 ante. may be awaited.

Thro. DE.(I)

13/7/49

1317

C.D. may see the papers before the issue of the draft, for convenience

14/7/49

Secy. (Irrign)

14/7/49

U.O. to F.D. 16/7/49

Fin. Deptt. Part I

FINANCE DEPARTMENT
File No.
Date 16-7-49
Serial No. PWR I

In the case of Ghataprabha Left Bank Canal it has been decided that tenders should be called for by public circulation and not from selected contractors. The orders proposed now do not-

No. 9194/36-J.B.CD. Kelly.

P.W.D.,
B.C., the 12th Sep. 1949.

To

The S.E., K.I.C.

Subject:- Tenders for the construction of the Ghataprabha Left Bank Canal.

In the circumstances stated in your letter No. G-34, dated the 15-6-49, your action in asking the Ex. Engr., Gh. L.B.C. Dn. to carry out various portions and items of the canal work either departmentally or on rate lists on piece-work or B-2 tenders as the situation demands, under exceptions to para 191 of the Bombay P.W.D. Manual Volume I, is appd. For addition, D.A. Nil.
A Sec. to Govt. Memo
By order etc.

Copy forwarded to -
the F.D.
~~Copy forwarded to the Ex. Engr., Gh. L.B.C. Dn.~~ } With a copy of the letter referred to.
The A.G., Bombay
The Ex. Engr., Gh. L.B.C. Dn.

BBN
18/7/49

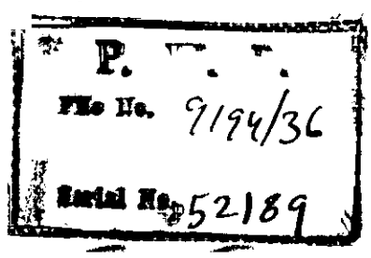
25.

14/7

(Continued from pre. page)
it is presumed complied with - the above decision. It is not known whether the nature of the work of the Canal is such as described under Exception below rule 191 of the P.W.D. Manual Vol. I. The P.W.D. may be requested to clarify the position in the first instance.

N.V.G.
21/8/49

B - 10/8



Sec. to P.W.D. 21/8/49

I.B.C.D.

Submitted. p 85 ante

2. From para 1 of the S.E., K.I.C's. letter dated the 15-6-49, it will be seen that there is a paucity of reputed contractors and the rates quoted by them are high as the work of the Ghataprabha Left Bank Canal is situated in an outlying place. Moreover, it will be difficult to enforce the rate of progress on the work of ~~remodelling~~ the existing Gokak Canal. The work can, therefore, be executed under exceptions (a) and (d) to Rule No. 191 of the Bombay P.W.D. Manual Volume I.

3. The S.E. will be asked to call for tenders publicly whenever the work in question is to be executed either on rate list or piece work or B-2 tenders. Appl. to the S.E's. proposal will not, therefore, conflict with the decision arrived at by Govt. that tenders should be called for by public invitation and not from selected contractors.

4. The papers may be retd. again to the F.D. with a request to agree to this Supdt. proposal.

Thro. D.E. (I).

B.B.P.
22/8/49 Ag
MB

Approved
22/8/49

Ag
23.8.49
U.O. to F.D. dtd 25/8/49

Finance Wing

Submitted with reference to this Deptl. note dt. 5/8/49.

2 In view of the circumstances mentioned in the P.W.D. note dt. 11/8/49 overleaf, the proposal made by this Deptt. may be agreed to.

N.V.4
31/8/49.

Ex. Engr. P.W.D. dt. 11/8/49

P.W.D.

E.S.E. 5/9

9194/36

Serial No. 57958

The draft letter within may now issue with the addition of the following sentences:-

"Tenders should be publicly invited whenever the work is to be executed either on rate-list or piece-work or B2 tenders.

2. Reply to para 5 of G.L. ~~dated the 6-6~~ No. 9194/36 S.B.(II), dated the 6-6-49, should be expedited" p. 77

VR
8-9-49

14/9/49

Letter.

No.9194/36-I.B.(II). Public Works Department,
Bombay Castle, 12th September 1949.

To

The Superintending Engineer, Karnatak Irrigation Circle.

Subject:- Tenders for the construction of the Ghataprabha Left Bank Canal.

.....

In the circumstances stated in your letter No.G-34, dated the 15th June 1949, your action in asking the Executive Engineer, Ghataprabha Left Bank Canal Division, to carry out various portions and items of the canal work either departmentally or on rate lists or piece-work or B-2 tenders as the situation demands, under exceptions to paragraph 191 of the Bombay Public Works Department Manual Volume I, is approved. Tenders should be publicly invited whenever the work is to be executed either on rate-list or piece-work or B-2 tenders.

2. Reply to paragraph 5 of Government Letter No.9194/36-I.B.(II), dated the 6th June 1949, should be expedited.

By order of the Governor of Bombay,

13/9/49

for Secretary to the Government of Bombay,
Public Works Department.

Th copy of letter
Rec. on 13/9/49

D.A.-Nil.

Copy forwarded to -

the Finance Department,)with a copy of the
the Accountant General, Bombay) letter referred to.
the Executive Engineer, Ghataprabha Left Bank Canal Division.

LBW/13/9/6

No. G-34 Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 25th Sept.1949.

To

The Secretary to Government,
Public Works Department,
Bombay-1.

Subject: Ghataprabha Left Bank Canal Scheme.

Reference: Government letter No.9194/36-I.B.(II), dated the 5th July 1949. p.69 ante

Paras 2 & 3:- It has since been decided to carry out various portions and items of the canal work either departmentally or on rate lists or piecework or B-2 tenders as the situation demands - vide Government letter No.9194/36-I.B.(II) dated 12th September 1949, and this method, it is hoped, will be more economical and in the interest of work. p 161 ante

Para 4: As it is not proposed to import any labour from outside at present, the proposal for appointment of a Labour Officer has been postponed for the present. As regards purchase of machinery the matter has already been taken up with Government and the Director of Industries, separately.

Para 5:- A Sanitary Inspector from the Public Health Department is already employed specially for this work and he will be able to look after the needs of the workers, ~~xxxxxx xxx~~ colonies and labour camps. A special Health Officer is not considered necessary at this stage.

Para 6:- The work in mile No.17 has since been let out to M/s.McKenzies Ltd. and they have already started the work.

A | Para 7: The decisions of Government are awaited.

Para 8:- There are prospects of getting sufficient number of qualified men for this work and a training class is not considered necessary for the present. Some staff on the mechanical side may be required and it is proposed to get men trained in operating the heavy machinery on the works in the Gangapur Storage Division.

Superintending Engineer, K.I.C.

BR/24-9.
Compd.by:

Copy forwarded with compliments to the Commissioner, Southern Division, Belgaum.

---

6 for J
Sr Secs
2/1/54

I BII 219

F.P.

P. W. D.
File No. 9/94/36
Vol No. 63445

GHATAPRABHA LEFT BANK CANAL.

Comparative Statement of Cost of earth-work for the miles 4,5,6,7,15,16,19 & 20 of the main Canal.

--o--

Mile No.	Cost of earth work at sanctioned rates.	Cost of earth work at rates proposed now.	Remarks.
4	Rs. 4,23,306	Rs. 3,32,394	
5	1,76,294	2,02,463	
6	1,38,190	1,54,038	The cost of earth-work at
7	2,25,646	2,30,099	the rates proposed now is
15	5,00,876	5,47,493	2.8 % over and above the
16	95,146	1,29,751	estimated cost.
19	2,06,958	2,57,819	
20	3,77,152	3,48,852	
Total:	Rs. 21,43,568	Rs. 22,02,909	

BR/30-9.
Compd.by:

Superintending Engineer, K.I.C.

191

GHATAPRABHA LEFT BANK CANAL CONSTRUCTION.

Comparative Statement of Rates of earth-work.

---o---

No.	Item	Estimated rates. Rs. As.	Quotations obtained for B-Sub-Division. Highest Rs. As.	Quotations obtained for B-Sub-Division. Lowest Rs. As.	Quotations for 'C'-Sub-Division. Highest Rs. As.	Quotations for 'C'-Sub-Division. Lowest Rs. As.	Rates offered by McKenzies Rs. As.	Rates proposed now Rs. As.	Remarks.
	Excavation in								
1.	Soil	1- 8	5- 8	2- 8	5- 0	3-0	7- 0	2- 8	
2.	Soft Murum	2- 0	7- 0	4- 0	6- 8	4- 0	9- 0	3- 0	
3.	Hard Murum	3- 0	9- 0	5- 0	8- 4	5- 0	4- 0	4- 8	
4.	Hard Murum & Boulders.	4- 0	13- 0	8- 0	12- 4	8- 0	14- 0	6- 0	
5.	Soft Rock	6- 0	17- 8	10- 0	17- 0	10- 0	20- 0	10- 0	
6.	Hard Rock 0'- 5'	27- 0	27- 0	15-12	54- 0	15-12	22- 0	20- 0	
7.	-do- 5'- 10'	29- 0	29- 0	18- 4	60- 0	18- 4	25- 0	22- 0	
8.	-do- 10'- 15'	31- 0	30- 0	24- 0	65- 0	20- 4	30- 0	25- 0	
9.	-do- 15'- 20'	33- 0	36- 0	27- 0	70- 0	29- 0	45- 0	30- 0	
10.	-do- below 20'	35- 0	40- 0	30- 0	75- 0	30- 0	-	45- 0	
11.	Lift other than rock 5'-10'	0- 7½	40- 0	1- 0	1- 4	1- 0	-	0- 8	
12.	-do- 10' to 20'	- 10	41- 0	2- 0	2- 8	2- 0	-	1- 0	
13.	-do- below 20'	- 14	46- 0	9- 8	4- 8	3- 8	-	1- 8	
14.	Consolidation of core in partial bank	1- 4	9- 0	1- 8	3- 0	1- 8	-	Departmental solidatn.	
15.	Extra bank in -do- -do-	4- 0	11-12	5- 0	8- 0	5- 0	-	3- 0 (without con/	
16.	Full Bank below 10'	4- 0	11-12	5- 0	10- 0	6- 8	-	4- 0 (-do-)	
17.	Full Bank more than 10'	5- 8	19- 0	7- 0	12- 8	8- 0	-	4-12 (-do-)	
18.	Dressing	- 6	1-12	- 8	1- 8	1- 0	-	- 8 Item not to be declared.	

167

9

SCHEDULE 'B'.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Name of Work:- Earthwork in excavation and embankment on Ghataprabha Left Bank Canal Mile No.

Item No.	Items of work.	Scheduled rates. In figure	In words.	Unit.
	CUTTING.			
1.	Excavation in soil including lift upto 5 ft.and lead upto 200 ft.etc.,complete including utilizing the stuff for bank or as directed.	2-8-0	Rs.two & annas eight.	100 Cft.
2.	Excavation in soft murum including lift upto 5 ft. & ~~xnx~~ lead upto 200 ft.etc.complete including utilizing the stuff for bank or as directed.	3-0-0	Rs.three.	"
3.	-do- -do- in hard murum including lift upto 5 ft.& lead upto 200 ft.etc.complete including utilizing the stuff for bank or as directed.	4-8-0	Rs.four & annas eight	"
4.	-do- -do- in hard murum & boulders including lift upto 5 ft.& lead upto 200 ft. etc.complete including utilizing the stuff for bank or as directed.	6-0-0	Rs.six	"
5.	-do- -do- in soft rock including lift upto 5' & lead upto 200' etc.complete including utilizing the stuff as directed.	10-0-0	Rs.ten.	"
6.	Lift other than in rock below 5 ft.upto 10 ft.	0-8-0	Annas eight	"
7.	-do- below 10ft. - 20 ft.	1-0-0	One Rupee	"
8.	-do- below 20 ft.	1-8-0	One Rupee & annas eight	"
	~~9x~~ **EMBANKMENT.**			
9.	Extra bank work in partial bank including necessary lead & lift. Material to be obtained from borrow pits upto 200 ft.	3-0-0	Rs.three.	"
10.	Full bank work including necessary lead & lift.(Canal bed level upto 10ft. above ground level). Materials to be obtained from borrow pits, upto ~~200~~ 200 ft.	4-0-0	Rs.four	"

11 .....

Item No.	Items of work.	Scheduled rates. In figure.	Scheduled rates. In words.	Unit.
11.	Full bank work including necessary lead and lift (Canal bed level greater than 10 ft. above ground level. Materials to be obtained from borrow pits upto 200 ft.	4-12-0	Rs.four & annas twelve	100 cft.

Note:-

1. The above rates include charges on clearing site before commencement and after completion of the work.

2. All work will have to be carried out as per P.W.D. Hand Book & other specifications of the Division as directed.

Piece-worker.

Deputy Engineer,
" " Sub-Divn.

Executive Engineer,
Ghataprabha L.B.C.Dn.

Copy
BR/30-9.
Compd.by:

No. G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 7 Sept. 1949.
Oct.

To

The Secretary to Government,
Public Works Department,
Bombay.

Subject: Ghataprabha Left Bank Canal Scheme.

Reference: Government letters Nos. 9194/36-I.B.(II) dated the 5th July 1949 and 12th September 1949.
P 69 ante — P 161 ante

2. The item rates for excavation and Bank work of the Canal quoted by the Contractors for purposes of tenders in B-2 form, being very high, it was proposed to try piece-work system and also do some work departmentally with a view to bring down the cost and find out the exact working rates. Accordingly, competetive tenders on A-2 form were publicly invited for works in certain miles and there was quite a good response. The rates offered were also reasonable. Attempts were also made to carry out a portion of the work departmentally and it was found that the work could be done at much cheaper rates than those generally quoted by the Contractors. After taking a complete review of the position and the rates quoted by the various contractors, a standard schedule of workable and reasonable rates was prepared by the Executive Engineer, Ghataprabha Left Bank Canal Division and these were offered to the Contractors who undertook to do the job on piecework system. A comparative statement showing the rates tendered by the contractors in the various quotations called for publicly is attached herewith. The rates sanctioned in favour of Messrs. McKenzies Ltd. for the work in mile 17, as also the standard rates worked out by the Executive Engineer, and offered to the various contractors on piecework system are also shown in the statement for purposes of comparison. It will be seen that the standard rates fixed by the Executive Engineer are the rock bottom and the lowest practicable rates and are generally lower than the rates obtained by public tender.

3. After considering the whole situation and the favourable condition of sufficient labour being available in the locality, the Executive Engineer has been allowed by me to proceed with the work on the basis of the standard rates worked out by him as above, all the piece-workers each having more than 100 labourers being entrusted with the work at the uniform standard rates. The result of this method of working has been watched during the last three months or so and found to be very satisfactory and successful. As many as half a dozen of working centres have been opened and the total strength of labour with the various piece-workers has risen to about 6000 at present. A statement showing the total cost of earthwork according to the sanctioned estimate for the miles taken in hand now as compared with the total cost at the standard rates at which the work is actually being carried out, is enclosed herewith, from which it will be seen that the actual cost of work done very slightly exceeds the estimated cost.

4. .....

4. The position of availability of sufficient labour is favourable and it is, therefore, proposed to exploit the advantages fully by dealing directly with the labour and pieceworkers and keeping them satisfied by making them prompt payments weekly, if possible. By adopting this course, we can utilize to the best advantage the time available and also keep the local unemployed labour satisfied by providing them with work.

5. It may, perhaps, be necessary to increase the standard working rates referred to above due to change in the general situation and the conditions of labour, later on, but in such cases Government will be kept informed from time to time.

6. The procedure of working adopted as explained above and the action taken by me in the greater interest of work may please be approved.

D.A:-
2 Statements
1 Schedule of
standard rates.

Superintending Engineer, K.I.C.

BR/30-9.
Compd. by:

Urgent

9194/36/66193.

Agency for the execution of Ghataprabha Left Bank Canal Scheme in Belgaum Dist.

I.B.(II). P. W. D.

Submitted (together with Serial No.63445). p.164 ante

2. Serial No.63445 p.164 ante :- For information.

3. Serial No.66193 p.172 ante :- The S.E. was asked to call for tenders for the work in question in proper B1 or B2 forms and that too by public invitation in the usual manner instead of from the selected Contractors, vide para 3 of G.L.No.9194/36-I.B.(II), p 69 ante dated the 5-7-49. Laterr on, he was allowed to carry out various portions and items of the Canal work either departmentally or on rate lists or piece-work or B2 tenders as the situation demands under exception to para.191 of the Bombay P.W.D.Manual, Volume I. He was also asked to invite the tenders whenever the work is to be executed either on rate list or piece-work or B2 tenders; vide p 161 ante. G.L.No.9194/36-I.B.(II), dated the 12-9-49.

4. As the item rates quoted by contractors on B2 form were very high, competitive tenders on A2 form were publicly invited. The response was good and the rates offered were reasonable. A portion of the work which was done departmentally also showed that the work could be done at much cheaper rates than those quoted by the contractors. After taking a full review of the positio and the rates quoted by the contractors, the Ex.Engr., Gh.L.B.C.Dn. worked out a standard schedule of workable and reasonable rates and offered these rates to contractor who undertook to do the job on piece-work system. The standard rates worked out by the Ex.Engr. are the rock bottom and the lowest practicable rates and are generally lower than the rates obtained by public tender. The S.E. requests that the above procedure which he has allowed it to be adopted on the work and the

action .....

action taken by him in the greater interest of work may be approved.

p 145 ante.

5. Govt. has accepted the tender of M/s McKenzies for mile No.17 of the Gh.L.B.C. From the comparative statement at ~~pages before~~ 165 and 167 ante.it will be seen that the standard rates worked out by the Ex.Engr. are the lowest practicable rates and compare very favourably to those quoted by M/s McKenzies and that the actual cost of work done very slightly exceeds the estimated cost. The result of working the procedure during the last three months has been found to be satisfactory and successful. In view of the large number of labourers (nearly 6000 at present) working on the Canal and the satisfactory progress shown on the work and the cost also being not very excessive over the estimated cost, the procedure adopted by the S.E. appears to be the only practical way to complete this "Grow More Food Scheme" within the period fixed for its completion viz. three to four years. The procedure adopted and the action taken by the S.E. may, therefore, be approved after U.O.R. to the F.D.

xref: portion entitled 'A' on p 163 ante

Tnro.E.B.(II) and D.E. I).

20.?
15/10/49

6 Pl see para 5 & 7 of the O.N. at p 29 ante.

(i) Transfer of Overseers: It is for orders whether the question may be taken up now. | A

(ii) Formation of separate cadres. The question of distribution of present strength of the SE of the Karnataka Irr Circle is still under the consideration of Govt in file No 9952/36.

VI
14/x/49.

DS.

19-10

7) There is no doubt that the procedure of working adopted by the SE K.I.C. is the most economical way of carrying out works at the present time, when regular contractors ~~are~~ quite ~~unwilling~~ exorbitant in their and ask for, next to impossible conditions re-fuel grain petrol, waggon priorities etc.- Govt may do well to sanction the proposal although it may not be quite in conformity with the Rules & Regulations. It is now also for consideration whether the Same procedure could not

CE
U.O.R. to FD.

not be adopted in the case of other works also in other Circles. The PHE is finding it difficult to get reasonable quotations for the Nanjangud Water Supply Scheme & perhaps the work could be carried out economically if the procedure adopted by the SE K.I.C is followed by the PHE.

PR
19.X.69.

I agree with the views expressed in the O.N. as well as the Dy Secy's note.

Reg "A" on p.174: The question of transferring some experienced officers from other Circle to the Karnataka Irrigation C. may now be taken up, in order to accelerate the progress of the Chattopadhya scheme

This is my decision
MG
20/10/69

K/19/X/69

Ch Secy I have recently visited these works & found that the system adopted was giving good results, in view of the fact that the Contractors rates were very high. After the System has worked for sometime more, the SE might invite tenders for one or two miles & see if the Contractors are in a mood to quote lower & reasonable rates.

Put I pl. SK 21.X.

Put R.II 25/10/69

MG/20/10/69

U.O. to F.D. dt 21/10/69

Urgent.

Finance Dept.

PWR I

Submitted with reference to the ... ₹ 32 a. h. Secy's note dt 31.1.49 and this Dept. note dt 31.8.49

2 The agency adopted for the execution of the Ghaggar probable Left-Bank Canal scheme is discussed in the foregoing P.W.D. note dt 20/10/49. It is stated that the tenders rates are higher. The Ex. Engineer has therefore prepared a schedule of standard rates and offered three to the piece-work contractors. These standard rates are claimed to be checked and economical. The F.D may agree to the P.W.D's proposal contained in the Chief Engineer's note dt 20/10/49 ? cheaper

Yours. The question of other works may be considered

This procedure may after sufficient experience is gained of the Ghaggar probable work

N.U.
4.XI.49
5-

7/11/49

DS (illegible)

IB II 10/11

P. W. D.
File No. 9194/36
74355.

I | II 9.B(II)

DS.

Chief Engr

Re-submitted with reference to the Secy's note dt 31.1.49 and this Dept. note dt 31.8.49

2 The agency adopted for the execution of the Ghaggar probable Left-Bank Canal scheme is discussed in the foregoing P.W.D. note dt 20/10/49. It is stated that the tenders rates are higher. The Ex. Engineer has therefore prepared a schedule of standard rates and offered these to the piece-work contractors. These standard rates are claimed to be checked and economical. The F.D may agree to the P.W.D's proposal contained in the Chief Engineer's note dt 20/10/49 ? cheaper Yours. The question of other works may be considered This procedure may after sufficient experience is gained of the Ghaggar probable work

N.U.
4.XI.49
5-

7/11/49

DS (illegible)

IB II 10/11

P. W. D.
File No. 9194/36
74355.

I | II 9.B(II)

DS.

Chief Engr

I.B.(II)

Submitted with the necessary draft for appl. ₹ 177 per ft

Thro. E.B.(II) and D.E.(I). ₹ 175 and

BNP
6/11/49

2 Action with ref to the D.S.'s note overleaf will be taken after issue of the draft.

SAG
16-11-49

16/11/49

Chief Engr

P.W.D.

was (illegible) P.W.D. dt 8/11/49.

Letter . 177

P.W.D.,
B.C., 19 16 Novr. 49.

No.9194/36-IV-I.B.C(II).

To

The S.E., Karnatak Irrgn. Circle.

Subject :- Agency for the execution of Gh. L.B.C. scheme in Belgaum Dist.

Ref :- Your letter NO.G.34, dated the 7-9-49 (p 171 ante)

2. The procedure of offering the standard schedul of workable and reasonable rates worked out by the Ex.Engr., Ghataprabha Left Bank Canal Dn. to contractors who undertake to do the job on piece-work system is appd. Your action in allowing the Ex.Engr., Gh.L.B.C. Dn. to adopt this procedure, in anticipation of Govt. sanction to the same, on the Gh.L.B.C. works, is also appd. After the system has been worked out for some time more, you are requested to invite tenders for one or two miles of the canal to see if the contractors are in a mood to quote lower and reasonable rates and also to submit your report on the working of the procedure ~~is working satisfactorily~~ to enable Govt. to judge the advisability of extending the procedure to other Govt. works.

By order etc.

Copy forwarded to -
the F.D.,
the A.G., Bombay,
the Ex.Engr., Gh.L.B.C.Dn.

16/11/49

K 17/11

16/11/49

Letter.

No.9194/36-IV-I.B.(II). Public Works Department,
Bombay Castle, 19th November 1949.

To

The Superintending Engineer, Karnatak Irrigation Circle.

Subject:- Agency for the execution of Ghataprabha Left Bank Canal scheme in Belgaum District.

Reference: Your letter No.C.34, dated the 7th September 1949.

2. The procedure of offering the standard schedule of workable and reasonable rates worked out by the Executive Engineer, Ghataprabha Left Bank Canal Division to contractors who undertake to do the job on piece-work system is approved. Your action in allowing the Executive Engineer, Ghataprabha Left Bank Canal Division to adopt this procedure, in anticipation of Government sanction to the same, on the Ghataprabha Left Bank Canal works, is also approved. After the system has been worked for some time more, you are requested to invite tenders for one or two miles of the canal to see if the contractors are in a mood to quote lower and reasonable rates and also to submit your report on the working of the procedure to enable Government to judge the advisability of extending the procedure to other Government works.

By order of the Governor of Bombay,

21/11/49.

for Deputy Secretary to the Government of Bombay,
Public Works Department.

D.A:- Nil.

Copy forwarded to -

the Finance Department,
the Accountant General, Bombay,
the Executive Engineer, Ghataprabha Left Bank Canal Division.

ISSUED
21/11/49

Orders issued after consultation with Department.

Noted in accordance with his Department end cur

MAB/19/11/49

6

P.W.VI. GH. 2224 Bombay, 20 Decemebr 49.

FROM

THE ACCOUNTANT GENERAL, BOMBAY,

To

The Secretary to Govt.of Bombay,
Public Works Deptt.,
Bombay.

Sub : Agency for the execution of Ghataprabha left Bank Canal shceme in Belgaum District

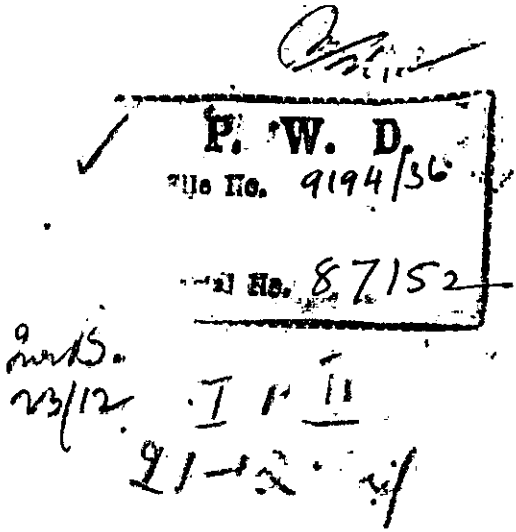
---

I beg to invite a reference to Govt. lett r, Public Works Deptt. No.9194/36 IV I.B.(II) dated 19th November 1949, and to request that the same may please be forwarded through Finance Deptt.

Yours faithfully,

DEPUTY ACCOUNTANT GENERAL.

m. 19.12.


P. W. D.
File No. 9194/36
Serial No. 87152
Encls.
23/12
I
II

9194/36/8715·2

P.179

[Below copy of ~~the~~ G.L.No. 9194/36 - IV - 9B(II), dt the 19-11-49 regarding Agency for the execution of Ghataprabha Left Bank Canal Scheme in Belgaum Distt.

No. 9194/36 - IV - 9B (II). P.W.D.

B.C., Bbay Nol. 31 Dec. 1949.

P.179

Copy forwarded to the A.G., Bbay. (through the F.D.)

By order etc.

Copy to the A.G. Bbay with ref. to his letter No. P.W VI GH 2224, dt the 20-12-49.

Issued
30/12/50

BuB
24/12/49

26/12/49.

J.A.Sec'y.

Duplicate.

Contract Document for mile No 17
of Ghataprabha Left Bank canal -
M/s. Mc-Kenzies Ltd Contractors.
Bombay.

2186—25,000—11-43—N2* [12 Pages.]
G. R., P. W. D., Nos. 88/36, dated 20-3-40, 10-6-40, 1-7-40, 6-5-41, 5-10-42, 12-11-42, & 5-7-44.]

FORM B-2 / C.E. for 1949-50. P. W. D. 288 e.

P. W. Department
Karnatak Irrigation Circle
Ghp. L. B. Canal Division

Item Rate Tender and Contract for Works

Tender No. B-2/1 C E. for 1949-50.

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work which will be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

This agreement Contd pages 1 to 24 including the specifications & declarations etc.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Government of Bombay such specification with designs and drawings shall form part of the accepted tender.

For Mckenzies Ltd
sd/- B.V.Apte.
Contractors

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed—by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

Executive Engineer.
Ghp. Left Bank Canal Divn.

4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and the number of the work to which they refer written outside the envelope.

DUPLICATE

5. The Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

True Copy.
Ex. Engr.
Ghp. L.B.C. Divn.

6. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

11. Every contractor shall, unless exempted in writing by the Superintending Engineer concerned, produce along with his tender, a solvency certificate from the Collector of the District, within which he resides, or a banker's certificate, of his financial stability. If he fails to produce such a certificate his tender will not be considered.

12. All corrections and additions or pasted slips should be initialled.

13. The measurements of work will be taken according to the usual method in use in the P. W. D. and no proposals to adopt alternative methods will be accepted. The Executive Engineer's decision as to what is "the usual method in use in the P. W. D." will be final

Tender for Works

Sd/ B.V.A.

I/We hereby tender for the execution for the Governor of Bombay (hereinbefore and hereinafter referred to as "Government") of the work specified in the under-written memorandum within the time specified in such memorandum at the tendered rates specified in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government such materials and the rates to be paid for them shall be as provided in Schedule A hereto.

MEMORANDUM

(a) General description Constructing Embankment and excavation in soft & hard materials including in rock in mile No. 17 near Nipnal Tq. Chikodi in sup cut.

(b) Estimated cost ... Rs. 8,10,000/-

(c) Earnest money ... Rs. 8100/-

(d) Security deposit:—

(i) Cash (not less than the amount of earnest money) ... Rs. 16200/-

(ii) To be deducted from current bills ... Rs. 8800/-

Total ... Rs. 2500/-

(e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time half the work, as measured by the cost, is done. per cent...

(f) Time allowed for the completion of work from date fixed in written order to commence i.e 1.7.1949. (12) Twelve months

(a) If several sub-works are included they should be detailed in a separate list.

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras. 202 and 203 of the P. W. D. Manual.

(d) This deposit shall be in accordance with paras. 203 and 209 of the P. W. D. Manual.

(e) This percentage where no security deposit is taken will vary from 5 per cent to 10 per cent according to the requirements of the case. Where security deposit is taken see note to Clause 1 of conditions of contract.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

Should this tender be accepted Sd B.V.A. I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government in office the sums of money mentioned in the said conditions.

Sd B.V.A. Receipt No. C 20 dated 17-2-1949 from the ~~Government Treasury or Sub Treasury~~ Sd. B.V.A. Reserve Bank of India at Bombay in respect of the sum of Rs. *8100/- eight thousa one hundred only.

Amount to be specified in words and figures.

is herewith forwarded representing the earnest money [Strike out (a) If no cash security deposit is to be taken.] (a) the full value of which is to be absolutely forfeited to Government should Sd. B.V.A. I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 8100/- shall be ~~refunded~~ converted in Security deposit.

For Mckenzies Ltd.

Contractor Sd/ B.V. Aple. †

† Signature of contractor before submission of tender.

Address— Siuri Bombay

Dated the 15-TK day of July 1949

(Witness) ‡ C.K. Parekh.

‡ Signature of witness to contractor's signature.

(Address) Siuri Bombay

(Occupation) Engineer

The above tender is hereby accepted by me on behalf of the Governor of Bombay.

§ Sd/- N. P. Gurjar

§ Signature of the officer by whom accepted.

Chief ~~Executive~~ Engineer,

~~Division (or his duly authorized Assistant.)~~ W.L. Govt. of Bombay.

Dated the 23rd day of March 19 .

Executive Engineer,
Ghp. Left Bank Canal Divn.

Sd/ BVA.

Conditions of Contract

Security deposit.

Clause 1.—The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) [(within one day for a contract of Rs. 1,000 or less or two days for a contract of more than Rs. 1,000 but less than Rs. 2,000 and so on up to a limit of ten days, for a contract of Rs. 10,000 and over of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which will make up the full security deposit specified in the tender] ; (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to* per cent of all moneys so payable, such deductions to be held by Government by way of security deposit]. *Provided always* that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Sd/- B.V.

Executive Engineer,
Ghp. Left Bank Canal Div

If the amount of the security deposit to be paid in lump within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor shall be refunded after the expiry of three months from the date on which the final bill is paid, or after the expiry of the date up to which the contractor has agreed to maintain the work in good order, whichever is later.

† The security deposit lodged by the contractor shall be returned to him on the expiry of the period of guarantee mentioned in clause 17-A after deducting therefrom the amount of expenses, if any, due to Government under this agreement.

Sd/ BVA.

Con pens tion for the delay.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete

‡	¼ of the work in	‡	¼th of the time
	½ do.		½ do.
	¾ do.		¾th do.

‡ *Note.*—The quantity of work to be done within a particular time to be specified above shall be fixed by the Officer competent to accept the contracts after taking into consideration the circumstances of each case and inserted in the blank space kept for the purpose.

and abide by the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

		In	¼	½	¾ of the time.
Reasonable progress of earthwork	...		¼	½	¾ of the total value of the work to be done.
Do.	do.	of masonry work...	1/10	4/10	8/10 do. do.

Sd/ BVA.

Sd/ BVA.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

* This will be the same percentage as that in the tender at (*e*).

† This sentence to be substituted for the last sentence of clause 1 in the case of a contract where the works are to be executed by the contractor according to the specifications recommended by him.

For Mckenzie Ltd
Sd/ BVA.

Executive Engineer,
Ghp. Left Bank Canal Divi

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer, on behalf of the Governor of Bombay shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government:—

(*a*) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(*b*) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the works, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(*c*) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work theretofore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3 (*b*) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause 3.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (*a*) or (*c*) of clause 3, he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of, or sell contractor's plant.

Extension of time.

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

For McKenzies Limited

Sd- B.V. Apte

Exe... Divn.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payments on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees one thousand, till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefor, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of the Engineer-in-charge.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills to be submitted monthly.

Clause 10.—A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed forms.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Stores supplied by Government.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the P. W. D. store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit, or the proceeds of sale thereof; if the deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Works Department store, if the Engineer-in-charge so require by a notice in writing given under his hand;

for McKENZIES LIMITED
Sd- B.V. Apte.

Executive Engineer,
Irrigation Division

but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

Works to be executed in accordance with specifications, drawings, orders, etc.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work, for which no rate is entered in the Schedule of Rates of the Division, is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Rates for works not entered in estimate, or schedule of rates of the district.

Where, however, the work is to be executed according to the designs, drawings and specification recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such design, drawings and specifications appended to the tender.

Extension of time in consequence of additions or alterations.

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

No compensation for alteration in, or restriction of, work to be carried out.

Clause 15.—If at any time after the execution of the contract documents, the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rates determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application, be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable: Provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

For McKENZIES LIMITED.

Sd- B.V. APTE

No claim to compensation on account of loss due to delay in supply of materials by Government.

Clause 15-A.—The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials entered in Schedule A where such delay is caused by—

(*i*) Difficulties relating to the supply of railway waggons.

(*ii*) Force Majeure.

(*iii*) Act of God.

(*iv*) Act of the King's enemies or any other reasonable cause beyond the control of Government.

In the case of such delay in the supply of materials Government shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

Time limit for unforeseen claims.

Clause 16.—Under no circumstances whatsoever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 17-A.—* The contractor shall maintain and keep in proper condition and repair at his cost the surface of the road for years from the date from which the final finishing coat is laid to the satisfaction of the Executive Engineer. The decision of the Executive Engineer as to the necessity of repairs to the surface of the road shall be final and binding on the contractor. If the contractor fails to maintain and keep in proper condition and repair the surface of the road during the stipulated period of years, the Executive Engineer shall be entitled to carry out the necessary repairs departmentally at the cost of the contractor. The decision of the Executive Engineer as to the amount of the expenses incurred in carrying out the repairs shall be final and binding on the contractor. The Executive Engineer shall be entitled to appropriate the whole or any part of the amount of the security deposit towards the expenses, if any, incurred by him in repairing the surface.

Sld- B.V. Apte.

Executive Engineer,
G.p. Left Bank Canal Divin.

Works to be open to inspection.

Contractor or responsible agent to be present.

Clause 18.—All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice to be given before work is covered up.

Clause 19.—The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

* This will apply to a contract where the works are to be executed by the contractor according to the specifications recommended by him.

For McKENZIES LIMITED

Sld- B.V. Apte.

Executive Engineer,
G.p. Left Bank Canal Divin.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 20.—If the contractor or his workmen, or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work from any cause whatever while it is in progress or if any imperfections become apparent in it within three months from the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge the contractor shall make good the same at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor to supply plant, ladders, scaffoldings, etc.

Clause 21.—The contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the Public Works Department stores in accordance with the contract), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work, in the original, altered or substituted form, and whether included in the specification, or other documents forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid in compromising any claim by any such person.

And is liable for damages arising from non-provision of light, fencing, etc.

Measures for prevention of fire.

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass, etc., by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractors for any damage done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labourers whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due to or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers' barracks should be avoided as far as possible.

Work on Sundays.

Clause 25.—No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract. Also if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall ensue as if the contract had been rescinded under

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent.

For McKENZIES LIMITED

Sd/- B.V. Apte.

Executive Engineer,
Ghp. Left Bank Canal Divn.

clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Changes in the constitution of firm to be notified.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Works to be under direction of. Superintending Engineer.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Decision of Superintending Engineer to be final.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Stores of European or American manufacture to be obtained from Government.

Clause 31.—The contractor shall obtain from the P. W. D. stores all stores and articles of European or American manufacture which may be required for the work, or any part of the work or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form A attached to the contract, and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever, which may have to be incurred in obtaining delivery of the same at the stores aforesaid.

Lump sums in estimates.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in rule 1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works.

Clause 34.—The expression "works" or "work" where used in these conditons shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work or the works contracted to be executed under or in viritue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Refund of quarry fees and royalties.

Clause 35.—All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

Compensation under Workmen's Compensation Act.

Clause 36.—The contractor shall be responsible for and shall pay any compensation, to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (*1*) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (*2*) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above.

Claim for quantities of work entered in the tender or estimate.

Clause 37.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

Employment of famine or other labour.

Clause 38.—The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 39.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in the case of clearance works, for any delay in according sanction to estimates.

for McKENZIES LIMITED

Sd/- R.V. Apte.

Claim for compensation for delay in the execution of work.

Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed, the employment of donkeys and / or other animals and the payment of fair wages.

Clause 42.—(*i*) No contractor shall employ any person who is under the age of 12 years.

(*ii*) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and shonld be of tape (Nawar).

(*iii*) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

(*iv*) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

(*v*) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer, who shall decide the same. The decision of the Exccutive Engineer shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment to be made by Government at the sanctioned tender rates.

Method of payment.

Clause 43.—Payment to contractors shall be made by cheques drawn on any treasury within the Division convenient to them, provided the amount exceeds Rs. 10. Amounts not exeeeding Rs. 10 will be paid in cash.

Acceptance of conditions compulsory before tendering for work.

Clause 44.—Any contractor who does not accept these conditions shall not be allowed to tender for works.

Employment of scarcity labour.

Clause 45.—If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the ~~piece-worker~~ / contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Executive Engineer, or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the ~~piece-worker~~ / contractor.

Sd- B.V. Apte

Sd- B.V. Apte

Sd- B.V. Apte

for McKENZIES LIMITED

Sd- B.V. Apte.

Executive Engineer.

Ghp. Left Bank Canal Divn.

NOTE 1.—The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer-in-charge on the issue of the form prior to the submission of the tender.

NOTE 2.—Stores to be supplied to contractors for a work free of cost should be mentioned in schedule A in addition to schedule B and the specifications attached to the contract agreement forms.

For McKENZIES LIMITED

Sd/ B.V. Apte

(Signature of Contractor)

Executive Engineer,
Ghp Left Bank Canal Divin.

Sd/- N. P. Gurjar.

Chief
(Signature of ~~Executive Engineer~~ / ~~Assistant Engineer~~)
to the Government of Bombay

Schedule B

Memorandum showing Items of Work to be carried out

Item No.	Quantities estimated but may be more or less.	Item of work.	Tendered rates.		Unit.	Total amount according to estimated quantities.
			In figures.	In words.		
			Rs. a. p.			
		As per Separate Sheets attached				

NOTE 1.—All work shall be carried out as per Public Works Department Handbook and other specifications of the Division or as direc

NOTE 2.—All the columns in the schedule should be filled in, in ink, and the total of the entries in the last column should be struck the contractor under his signature.

NOTE 3.—Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good for work under all conditions, site, moisture, weather, etc.

For McKENZIES LIMITED

Sdf- B.V. Apte

(Signature of Contractor)

Executive Engineer,

Ghp. Le[illegible]nal Divn.

Sdf- N.P. Gurjar.

Chief

(Signature of ~~Executive~~ Engineer / ~~Assistant Engineer~~)

NOTE.—To be continued on additional sheets if found necessary. to the Government of Bomb

Ghataprabha Left Bank Canal.

Constructing Embankment and excavation in soft and hard materials including in Rock in mile No.17 near Nipnal, Taluka Chikodi (in deep cut).

No.	Quantity	Description of item	Tendered rates In words	In figures	Unit	Remarks
		Ch. 84800 to 88900 only.				
8	708217 Cft.	Excavation in soil including lift upto 5 ft. and lead upto 200 ft.	(Rs seven only)	Rs 7/-	100 cft	49,575/-
	475472	Excavation in soft murum including lift 5 ft. and lead upto 200 ft.	(Rs. Nine only)	Rs 9/-	100 cft	42,174/-
	932477	Excavation in hard murum including lift 5 ft. and lead upto 200 ft.	(Rs. Eleven only)	Rs 11/-	100 cft	1,02,572/-
	297504	Excavation in hard murum and boulders including lift 5 ft. and lead upto 200 ft.	(Rs. Fourteen only)	Rs 14/-	100 cft	41,651/-
	1096133	Excavation in soft rock including lift 5 ft. and lead upto 200 ft.	(Rs. Eighteen only)	Rs 18/-	100 cft	1,97,304/-
	237743	Excavation in hard rock depth 10 to 15	(Rs. Twenty five only)	Rs 25/-	100 cft	59,436/-
	543056	Excavation in hard rock 15 to 20.	(Rs Thirty only)	Rs 30/-	100 cft	1,62,917/-
	1217525	Excavation in hard rock below 20 ft.	(Rs Forty five only)	Rs 45/-	100 cft	1,47886/-
						12,64,133/-

By McKENZIES LIMITED

Sd/- B.V. Apte
Contractor

Sd/- P.R. Joshi.
Executive Engineer,
Ghataprabha Left Bank Canal Dn.

Constructing the Ghataprabha Left Bank Canal.

SPECIFICATIONS.

GENERAL:

The work shall be carried out according to the relevant specifications from the P.W.D. Hand Book, 1931 Edition (vide references given against the specifications for each item below) and instructions of the engineer-in-charge.

2. As regards blasting in rock, all the regulations of the Bombay Government current from time to time shall be observed and necessary permits for storing explosives shall have to be obtained from the proper authorities. Magazines as per designs approved by the proper authorities shall have to be constructed at sites shown by the Executive Engineer and explosives stored no where else except in these magazines.

3. All arrangements for tools and plant machinery and equipment is to be made by the contractor or pieceworker. Adequate labour strength as well as machinery will have to be maintained to give the progress as per the schedule.

4. All arrangements for labour camps including the sanitation of the colony and water supply shall be made by the contractor to the satisfaction of the Engineer-in-charge.

5. Land acquisition proceedings have not yet been complete. Attempts are being made to secure the land by negotiations. The work will therefore, have to be started at such places and in such lengths, where land is available. Utmost care is being taken to see that no delay occures on this account. If however, it does occur suitable extension of time limit upto a maximum period of 6 months will be granted. No compensation will however be paid on ground of detention of labour.

6. As regards the classification of the strata out though the Executive Engineer's decision will be final and binding upon the contractor or pieceworker.

7. Where the excavated material or a portion thereof has not to go to make up the embankment, this must be conveyed immediately to avoid double handling. In any case any excavated material should not go to spoil without taking written instructions to that effect. Otherwise double handling of the material may have to be done by the contractor or piece-worker at his cost.

8. All the materials for lining out, giving profiles etc. such as bamboos, pegs, strings, paints, coal, tar, teak-wood, templates, sight-rails, and coolies for lining out checking the work and taking measurements shall be provided & packa masonry pillars 4' x 15" for B.Ms. shall be constructed at every half mile by the contractor at his cost.

9. Measurements will be on cross-sections throughout both for cutting as well as for embankments.

Shrinkage shall be deducted at following rates:-

Hard Murum 8%
Soft Murum 12½%
Black soil 16%

The contractor will be required to construct embankments for additional height to suit the above. Where borrow pits are required their location and sizes shall be got approved before hand from the Engineer-in -charge or his representative. Berms shall be kept as instructed.

10. Before starting work, a contractor shall have to sign the field book and plans showing the working longitudinal sections and cross sections of the portions of the canal alignment that he has to tackle. These records shall be the basis of the final measurements. Excavated material shall be used either for embankment on sides or elsewhere as directed or as spoil as pointed out by the Executive Engineer, or his representative and shall be properly dressed in all cases.

11. The following relevant specifications from P.W.D. Hand Book 1931 edition, volume No.1 shall apply.

CUTTING:

a)	Excavation in soil	Page 4 (specification No.4)
b)	- do - S.M.	-do- -do-
c)	- do - H.M.&B.	-do- -do-
d)	- do - S.R.	-do- -do-
e)	- do - Hard rock	-do- and 17 to 19 and 22 to 25.

[redacted]

Sd/- P.R.Joshi.

Executive Engineer,
Ghataprabha Left Bank Canal Division.

Supplementary conditions to Tender No.B-2/1 C.E. for 1949-50 for

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AUTHORITY : GOVERNMENT P.W.D.LETTER NO.9194/36 I.B.(II) DATED 6TH JUNE 1949.

CONDITIONS.

1. Government shall assist as best as possible in the procurement of food grains and other rationed articles to the contractors in the proportions and at the rates and conditions prevalent in the Belgaum District from time to time as recommended by the Engineer in charge. The labourers and not the contractors shall draw their rations on their ration cards from the authorised rural distribution centres. No rationed articles will be supplied for canteen but gram may be supplied to -- supplement the diet as long as it is available.

2. Government shall arrange to procure licences and priorities for controlled articles at controlled rates as recommended by the Engineer in charge.

3. Government shall arrange for priorities of Railway wagons required for the transport of materials and machinery etc as far as possible.

4. Petrol coupons shall be made available in quantities considered necessary by the Executive Engineer, Ghataprabha Left Bank Canal Division provided the contractors submit proper accounts to the satisfaction of the Executive Engineer.

5. Whatever kinds and varities of food grains that will be available in the Belgaum District will be supplied to the contractor's labourers and not necessarily those asked for by them viz. rice (coarse and fine) wheat, bajri and jowar (white).

6. No claims for compensation would be entertained by Government in case the progress of their work suffers on account of delay in the timely supply of some of the articles for reasons beyond the control of the Public Works Department, but their time limit only would be suitably extended on that account as recommended by the Engineer in charge.

7. Government may allow the contractors to open a shop for the distribution of food grains near the site of the work itself mainly (though not exclusively) for the use of the workers subject to all rules and regulations which apply to the authorised distribution centres if the number of workers is fairly large. The running of a shop will be uneconomical if the number of workers is small. The workers of the contractors should draw their ration from the Rural Distribution Centre to which the place will be offiliated. In case the number of workers is large and the opening of a seperate shop is considered necessary by the contractors, they should apply for the same later on. In the existing serious food situation, it is not possible to allow the contractors to open canteens for their labourers. The contractors may be allowed to open canteens at a later stage in case the food situation in the Province improves hereafter.

Sd/- B.V. Apte

CONTRACTOR

for McKENZIES Ltd.

Sd/- [illegible] 10.8.49.

Executive Engineer

DECLARATION.

I hereby declare that I have gone through the estimate specifications, drawings and designs, other contract-papers etc. in connection with the work and I have studied and thoroughly got understood them. I have based my rates given in Schedule B after studying and verifying the local conditions as regards to the lead labour, availability of materials and other items. I bind myself to do the work to completion at those rates.

I further declare that I have read and understood the clause 14 of the agreement and agree to abide by the same.

for McKENZIES Ltd.

Sd/- B.V. Apte

Date:- 15th July 1949. Contractor.

Countersigned.

Sd/- P.R. Joshi.

Executive Engineer,

3EP/-11-8. Ghataprabha Left Bank Canal Dn.

No.G-34

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 27th February 1950.

To

The Chief Engineer,
to Government,
Public Works Department,
Bombay.

Subject :- Contract Document for mile 17 of Ghataprabha Left Bank Canal - Messrs.McKenzies Ltd., Contractors, Bombay.

.....

Contract Documents in respect of the tender for mile 17 of Ghataprabha Left Bank Canal approved in favour of Messrs. McKenzies Limited, Bombay, - vide Government Letter No.9194/36-I.B.(II), dated 6th June 1949, are enclosed herewith. The original tender document may please be returned duly signed in tokem of acceptance and the duplicate copy may please be retianed for record in your office.

2. One more true copy of the tender document is also attached for being forwarded to the Accountant General, Bombay, for record in his office.

Superintending Engineer, K.I.C.

D.A.: 3 tender documents.

Copy ....

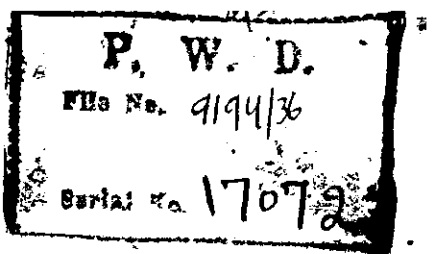
Copy forwarded with compliments to the Accountant General, Bombay.

.....

Copies forwarded with compliments to the Executive Engineer, Ghataprabha Left Bank Canal Division, for information. The original contract document will be forwarded to him on receipt from the Chief Engineer, Public Works Department, Bombay.

D.A.: 1 tender document.

GEK/-24.2.



7194/36/17072

-? W.D.

Dy.B.(II)

The tender amounting to Rs 12,04,137 of M/s. Mckenzies, Ltd, for Canal work in mile 17 of the Ghataprabha Left Bank Canal was accepted in G.L. No. 9194/36-Dy.B.(II), of 6.6.49. (pp. 145-147) The S.E., K.I.C., has now forwarded 3 copies of the Contract-document one for being signed by the C.E. to Govt. and returned to the S.E., one for record in this office and the other for being forwarded to the A.G., Bombay for his record.

2. The C.E. will kindly sign the Copy of document-(Kept on Case board) at pp. 2, 11 & 12 after which it will be returned to the S.E., K.I.C. The Copy intended for the A.G., Bombay, will be forwarded to that officer.

Thro: D.E.(I)

15/3/50 14.3.50
23

23.3.50

No. 9194/36-IV/2B(II) 217 Letter P.W.D. B.C., Bombay No. 1, 30th March 1950.

To
The S.E., Karnatak I.C.

Subject :- Contract Document for mile 17 of the G.L.B.C.—
M/s McKenzies, Ltd., Contractors, Bombay.

Photo offset in Lith Ba

Ref:- Your letter No. G. 34, dt 27-2-50. 213

2. The original Contract Document in respect of the tender for mile 17 of the G.L.B.C. is herewith returned duly signed by the C.E. to Govt. in token of acceptance.

1 original Contract Document.

~~By order of the G. of B.~~

Copy, with a Copy of the Contract Document

Document refd. to, forwarded to the A.G., Bombay, in continuation of G.E. No. 9119.4/36-I.B(II), dt 6-6-1949. 145/147

13.3.50

Rmd 25/3/50

A.H. Seay

Shri Bhave (Col)
30.

Letter.

No.9194/36-IV-I.B.(II).

Public Works Department,
Bombay Castle (Bombay No.1
30th March 1950.

To

The Superintending Engineer, Karnatak Irrigation Circle.

Subject:- Contract Document for mile 17 of the Ghataprabha Left Bank Canal - Messrs. McKenzies Limited, Contractors, Bombay.

....

Reference:- Your letter No.G.34, dated 27th February 1950.

2. The original Contract Document in respect of the tender for mile 17 of the Ghataprabha left Bank Canal is herewith returned duly signed by the Chief Engineer to Government in token of acceptance.

Assistant Secretary to the Government of Bombay, Public Works Department.

D.A.-Original Contract Document.

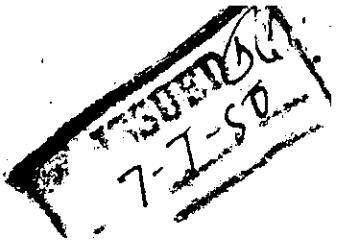
ISSUED 31/4/50

Copy, with a copy of the Contract Document referred to, forwarded to the Accountant General, Bombay, in continuation of Government Endorsement No.9194/36-I.B.(II), dated 6th June 1949.

JB. (II)

The S.E., Nar. V.C., has been expedited with reference to G.L. No. 9194/36-IV-JB(II), p 179 of 19-11-49 under No. 9194/36-IV-JB(II), of 5-7-50.

5.7.50 5-7-50



Ghataprabha Left Bank Canal Construction - Comparative statement of rates of earth work.

No.	Item	Estimated rates Rs. As.	Old Schedule Rs. As.	New lowest quotation for Work in Mile No. 13 Rs. As. Per	New lowest quotation for Work in Mile No. 30 Rs. As. Per	Our present scheduled rates. Rs. As.	Remarks
1	2	3	4	5	6	7	8
1.	Soil: Excavation in ordinary brown and black soil including lift upto 5 feet and lead upto 200 feet etc. Complete including utilizing the stuff for bank or as directed.	1 - 8	2 - 8	4 -- 0 cft 100	2 --- 8 cft 100		
	Excavation in chopan soil including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff for bank or as directed.	1 - 8	2 - 8	5 -- 0 -do-	2 ---12 -do-		
2.	Soft Murum: Excavation in soft murum including lift upto 5 feet and lead upto 200 feet etc., complete including						

	utilising the stuff for bank or as directed	2	-	0	3	-	0	5	-- 8	-do-	3 --- 0 -do-
	Hard Murum Excavation in hard murum including lift upto 5 feet and lead upto 200 feet etc., complete including utilising the stuff for bank or as directed	3	-	0	4	-	8	6	-- 8	-do-	4 --- 4 -do-
4.	Hard Murum & boulders. Excavation in hard murum and boulders including lift upto 5 feet and lead upto 200 feet etc.,complete including utilizing the stuff for bank or as directed.	4	-	0	6	-	0	8	-- 0	-do-	-
5.	Soft rock Excavation in soft rock including lift upto 5 feet and lead upto 200 feet etc., complete including utilizing the stuff as directed.	6	-	0	10	-	0	12	-- 0	-do-	10 --- 0 -do-
6.	Hard rock - 0'-5' Excavation in hard rock including lift upto 5 feet and lead upto 200 feet, etc.complete including utilizing the stuff as directed	27	-	0	20	-	0	13	-- 0	-do-	17 ---8 -do-

	Hard rock - 5' - 10'							
	Hard Excavation in hard rock including lift from 5 to 10 ft.	29 - 0	22 - 0	13 -- 8	-do-	19 --- 8	-do-	20 - 0
8.	-do- 10' - 15'	31 - 0	25 - 0				-	22 - 0
9.	-do- 15' - 20'	33 - 0	30 - 0					24 - 0
10.	-do- below 20'	35 - 0	45 - 0					
11.	Lift other than rock 5 to 10 feet (excluding excavation)	0 - 7½	0 - 8	5 --0	-do-	0 --- 8	-do-	
12.	-do- 10' - 20'	0 - 10	1 - 0	-		-		
13.	-do- below 20'	0 - 14	1 - 8	-		-		
14.	Consolidation of Core in partial Bank	1 - 4	Departmental	-		-		
	Embankment							
15.	Extra Bank work in partial bank including lead upto 200' to be obtained from borrow pits.	2 - 4	3 - 0 (without consolidation)	5 -- 8	-do-	5 --- 0		4 - 0
16.	Full Bank work below 10' Full Bank work including lead upto 200' and necessary lift (canal lead level upto 10 ft.	4 - 0	4 - 0 (without ~~solid~~ consolidation)	4 -- 8	-do-	6 --- 0	-do-	5 - 4 cft 100

	above ground level Material to be obtained from borrow pits.									
	Full Bank More than 10 feet.	5	-	8	4	- 12	-	-	6 - 0	-do-
18.	Dressing	0	-	6	0	- 8	-	0 ---12 -do-	-	
19.	Extra Item									
	Lead for every additional Rates proposed -									
	Lead from 200 feet to 330 feet	-			-		4 -- 8	1 --- 8	0 -·8	-do-
	Lead for 330 feet to 660 feet.								0 -12	-do-

Superintending Engineer,
Karnatak Irrigation Circle.

RKG.

Early please.
No.G-34.

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 17 Aug.,1950.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Excavation work
Revision of - rates for

Reference: Government P.W.D.letter No.9194/36-IV.I.B.(II) of 19-11-1949 and reminder of 5-7-1950.

2. Open tenders were called for in B-2 form for mile No.30 and in A-2 form in the case of mile No.13 of the Ghataprabha Left Bank Canal.

3. On a scrutiny of these tenders it is observed that the excavation in hard rock can possibly be done at a rate slightly lower tha n the present rate of Rs.20/- per 100 cft. in the standard schedule. A comparison of the tenders received shows that a rate of Rs.18/- per 100 cft. for a lift from 0 to 5 feet and lead upto 200 feet would be workable and accordin-ly all the new piece work tenders received from 1st May 1950 onwards are being accepted at the above rate of Rs.18/-. The rates for additional lifts of 5 feet are retained at Rs.2/- per 100 cft. The standard rates for excavation in softer materials are proposed to be continued as they appear to be reasonable.

4. The rates for bank work in the standard schedule have been observed to be very low. As a result there is no demand for bank work from any piece worker and the progress on this item is far behind hand. The rates quoted in the tenders are generally higher than the declared rates, of the open schedule, and from a scrutiny of the lowest quotations detailed in the accompanying comparative statement, the following rates are evolved tentatively which appear to be just workable and still generally less than the lowest quotation. These rates have therefore been allowed for being incorporated in the new tenders accepted on 1-5-1950 onwards which may please be approved.

Item	Previous rate	Increased rate	Unit
9. Extra bank work in partial Bank, etc., lead upto 200 feet.	Rs. 3/-	Rs.4/-	cft 100
10.Full bank work C.B.L. upto 10 ft. above G.L. lead upto 200 feet.	Rs.-4/-	Rs.5/4/-	cft 100
11.Full bank work C.B.L. over 10 ft. from G.L. lead upto 200 feet.	Rs. 4/12	Rs.6/-	cft 100
12.Extra for lead from 200 feet to 330 feet.	-	-/8/-	cft 100
13.Extra for lead from 330 ft. to 660 ft.	-	-/12/-	cft 100

5. The system has been working satisfactorily on the canal work so far. It is necessary to check up rates periodically by inviting tenders to verify upward or downward trend in rates and to modify the schedules suitably. It is also found necessary that the responsibility of assigning work to.....

to different piece-workers should be that of the highest authority on the spot, in this case the Executive Engineer.

D.A.:- 1 comparative statement.

Superintending Engineer,
Karnatak Irrigation Circle.

Through:

The Chief Engineer, Public Works Department, Bombay, with compliments.

Early please.

No.G-34. Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 17 Aug.,1950.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Excavation work
Revision of - rates for

Reference: Government P.W.D.letter
No.9194/36-IV.I.B.(II) of 19-11-1949
and reminder of 5-7-1950.

2. Open tenders were called for in B-2 form for mile No.30 and in A-2 form in the case of mile No.13 of the Ghataprabha Left Bank Canal.

3. On a scrutiny of these tenders it is observed that the excavation in hard rock can possibly be done at a rate slightly lower than the present rate of Rs.20/- per 100 cft. in the standard schedule. A comparison of the tenders received shows that a rate of Rs.18/- per 100 cft. for a lift from 0 to 5 feet and lead upto 200 feet would be workable and accordin-ly all the new piece work tenders received from 1st May 1950 onwards are being accepted at the above rate of Rs.18/-. The rates for additional lifts of 5 feet are retained at Rs.2/- per 100 cft. The standard rates for excavation in softer materials are proposed to be continued as they appear to be reasonable.

4. The rates for bank work in the standard schedule have been observed to be very low. As a result there is no demand for bank work from any piece worker and the progress on this item is far behind hand. The rates quoted in the tenders are generally higher than the declared rates, of the open schedule, and from a scrutiny of the lowest quotations detailed in the accompanying comparative statement, the following rates are evolved tentatively which appear to be just workable and still generally less than the lowest quotation. These rates have therefore been allowed for being incorporated in the new tenders accepted on 1-5-1950 onwards which may please be approved.

Item	Previous rate	Increased rate	Unit
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10.Full bank work C.B.L. upto 10 ft. above G.L. lead upto 200 feet.	Rs. 4/-	Rs.5/4/-	cft 100
11.Full bank work C.B.L. over 10 ft. from G.L. lead upto 200 feet.	Rs. 4/12	Rs.6/-	cft 100
12.Extra for lead from 200 feet to 330 feet.	-	-/8/-	cft 100
13.Extra for lead from 330 ft. to 660 ft.	-	-/12/-	cft 100

5. The system has been working satisfactorily on the canal work so far. It is necessary to check up rates periodically by inviting tenders to verify upward or downward trend in rates and to modify the schedules suitably. It is also found necessary that the responsibility of assigning work

to different piece-workers should be that of the highest authority on the spot, in this case the Executive Engineer.

D.A.:- 1 comparative statement.

Superintending Engineer,
Karnatak Irrigation Circle.

Through:

The Chief Engineer, Public Works Department, Bombay, with compliments.

RNG.

9194/36 IV

68673

G.B.(II). P.W.D.

179

Submitted with refce. to G.L. No. 9194/36-IV G.B.(II), d 19-11-49.

2. As directed in the G.L. refd. to above, the S.E., K.D.C. had called open tenders in B-2 form for mile No. 30 & in A-2 form in the case of mile No. 13 of the G.L.B. Canal. It has been found by the S.E. that the excavation in hard rock can be done at a rate slightly lower than the present rate of Rs. 20/- per 100 c.ft. and accordingly all the new piece work tenders received from 1-5-50 onwards are being accepted at the revised rate of Rs. 18/-. The rates are continued, they being the same.

3. It has also been observed by the S.E., that the rates for bank work in the standard schedule were comparatively low which did not attract piece workers, with the result the work has been hampered to a greater extent. These rates which are generally less than the lowest quotation have been revised & allowed to be incorporated in the new tenders accepted on 1-5-50 onwards. The action of the S.E. in revising the rates & incorporating them in the new tenders may be ~~accepted~~ approved.

4. The question of extension of the present-

procedure

procedure to other Govt: works is to be consider
on the report of the S.E. about the working of
the scheme on G.L.B. Canal. It has been
reported by the SE that the system has
been working satisfactorily. The rates are
however, required to be modified suitably
after inviting tenders periodically to verify
upward or downward trend in rates. In this
connection, pl. see the F.D. note on p 176 ante
wherein that Deptt. has suggested that the
question of extending the procedure to other
Govt. works may be considered after gaining
sufficient experience at the G.L.B. Canal. These
papers may, therefore, be shown u.o. to the
F.D. for remarks, if any.

Thro' D.E. (S).

11/9/50. 13/9/50.

13/9

D.S.'s query in the margin overleaf
shd be answered first.

14/9

H.B.(II).

P.W.D.

Submitted with refee. to the C.E.'s note on p232 ante.

2. Pl. see in this connection Schedule of standard rates, forwarded by the S.E., Kar. Design Circle with his letter No. G-34, dt 7-9-49 on p171 ante. The rates for the bank work in the schedule have been given by him as follows: —

Item No. 9.	Rs. 3/-	100 cft.
" 10	Rs 4/-	" "
" 11	Rs 4/12/-	" "

On finding that these rates did not attract the piece-workers, as a result of which the work suffered to a greater extent, the S.E., has proposed new rates against these items as follows. — vide his letter on p229 ante

Bank work.	Item No 9	Rs. 4/-	100 cft.
	" " 10	Rs. 5/4/-	" "
	" " 11	Rs. 6/-	" "
New items	" " 12 extra lead 200' to 330'	-18/-	" "
	" " 13 lead 330' to 660 ft.	-/12/-	" "

As proposed in the D.O. on p231 ante, the necessary approval may be given to the adoption of revised rates in the new tenders. These papers may be ref. to. to the S.E. as proposed in para 4 of the D.O. on p232 ante.

26/9/50. 27/9/50

Thro' D.E.(I).

27/9/50

S.E.

FIN. Sec. 4/10/50 100093

Finance Department, PWRI

Submitted with reference to this Deptt. note dated 7.11.49 at P-176 ante.

2. Please see the foregoing P.W.D. noting. It will be seen that the rates in the Schedule for excavation work had to be revised within a year of their adoption. While some rates remain unchanged, the rate for excavation in hard rock is reduced and the rest (i.e. for bank excavation work) had to be slightly increased as shown in para 2 of the P.W.D. note overleaf. The P.W.D. proposal to approve the rates may be accepted as they are reported to be economic as compared to the lowest tendered rates.

3. It is presumed that the P.W.D. will take up the question of extending the scheme to other works separately.

D.S.(S)

25.10.50.

U.R. to the P.W.D. dt. 30.10.50.

9B(11) 1/11

P. W. D. 9194/36.

FINANCE 31-10-50

S.O.

FINANCE DEPARTME
File No. PWR I
Date. 27 — X — 50
Serial No. 101692

235

PUBLIC WORKS DEPARTMENT.

Unofficial Reference No. 9194/36 IX-IV dated 3 - 10 - 1950.

Subject:-
Excavation work. Revision of rates for the Ghataprabha Left-Bank Canal.

The attention of the Finance Department is requested to the unofficial reference from this Department noted in the margin, the early return of which with a reply will be convenient.

B.D.Bahl
for Assistant Secretary to Government.

Unofficial reference to the Finance Department - ~~Depart~~ ent No. 9194/36-IV-28.(II) dated 26th October 1950.

nb

F.D.
P.W.R.I

The P.W.D. case referred to overleaf has been returned to that Deptt. on 30th October 1950. This may be returned to P.W.D. in Continuation.

7/11

U.O.R. to the P.W.D. dtt. 4.11.50

IB.II
6-11

P. W. D.
9194/36
91162

For A.S.

8/11

SBI (II) '37 P.W.D.

Submitted with reference to the above [illegible] 123 note criticism.

2. The F.D. having agreed to the proposal of the SE. (5) to revise the rates for embankment + incorporate them in the new tenders, the draft put up may issue. (1/3/)

3. The presumption of the F.D. that the question of extending the scheme to other works will be taken up separately, is correct. As the system has been working satisfactorily, as reported by the [illegible] it may be further extended for a period of 6 months, when the SE's report will again be invited before asking all the SEs. concerned to draft the above procedure.

Thro DE (I)

23/11/50 [illegible] 24/11/50

No. 9194/36-IV BB (II). 39 P.W.D.

Bombay on 5th Dec. 1950

To

The S.E. K.I.C.

Subject: Rates for Excavation wor
Revision of —

Reference: your letter No. 5-34, 1:225-30
dated the 17-8-50

I. Your action in allowing the revised higher rates for bank work to be incorporated in the new tenders accepted on 1-5-50 onwards is approved.

3. The question of extending the procedure to other Govt. works is being considered by Govt. and you are requested to report further, say after a period of 6 months, the actual working of the system.

By order, etc.

A.A.S.

1:225-30 with a copy of his letter
Copy forwarded to:
the F.D.,
the Ch. Engr. Bd. & D.C. Bdr.)
for information

Letter.

No.9194/36-IV-I.B.(II). Public Works Department,
Bombay Castle (Bombay No.1),
5th December 1950.

To

The Superintending Engineer,
Karnatak Irrigation Circle.

Subject:- Rates for Excavation work:
Revision of - .

.....

Reference: Your letter No.G-34, dated the 17th August 1950.

2. Your action in allowing the revised higher rates for bank work to be incorporated in the new tenders accepted on 1st May 1950 onwards, is approved.

3. The question of extending the procedure to other Government works is being considered by Government and you are requested to report further, say after a period of 6 months, the actual working of the system.

By order of the Governor of Bombay,

R.N.P.

Assistant Secretary to the Government of Bombay,
Public Works Department.

O/C

S/

N.A.-Nil.

Copy, with a copy of the letter, forwarded to -

the Finance Department,
the Accountant General, Bombay,
the Executive Engineer, Ghataprabha Left Bank Canal Division,

for information.

D.O.No. Q-112

Office of the Superintending Engineer,
Karnatak Irrigation Circle,
Dharwar, 30th October 1950.

Dear Shri. Murti,

I propose going to Poona for discussion with Shri.D.V.Joglekar in connection with the model experiments to be conducted for the design of the Head Regulator of the Ghataprabha Left Bank Canal and Jagnur Aqueduct.

I have also to go to Bombay to see the Director of Industries in connection with some urgent questions regarding machinery for the Ghataprabha Left Bank Canal works. I would also like to meet Shri. M.L.Chapekar in connection with the transfer of the Koyna Irrigation Divisions to this Circle. I intend leaving here for Poona and Bombay during this week in about 2 or 3 days. This may please be approved.

Yours sincerely,

Naik. 3/c

(A.G.Naik)

To

Shri. N.V.S.Murti, I.S.E.,

Chief Engineer to Government,

Public Works Department,

BOMBAY.

D.O.

245

Public Works Department,
Secretariat,
Bombay No.1, 6th October 1950.

Dear

Your D.O. letter No. G-112, dated tl 3rd October 1950, addressed to Shri N.V.S. Murti.

O.K.

Yours

d/c

(M.L.Champhekar)

Shri A. G. Naik, B.E.,
Superintending Engineer,
Karnatak Irrigation Circle,
Bombay.

BVK.
6.10.50.

Issued
R 6-10-50